

COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
SERVICE CONTRACT AUTHORIZATION
AND INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO. 44182
AMENDMENT NO. 5

DATE: December 15, 2003

TO: California Forensic Medical Group (CFMG), Contractor. Pursuant to the changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previously agreed upon Statement of Work.

Title of Contract or Project: Correctional Facilities Medical Services Program

1. Description of Contract Change and/or Work To Be Done:

- Reduces the fixed price payment amounts for the month of January 2004 from \$374,482 to \$262,493 and February 2004 from \$401,978 to \$262,493 to reflect a delay in Contractor's staffing the East Mesa Juvenile Detention Facility until March 2004.
- For the March 2004 fixed price payment, adds a one time lump sum payment amount of \$38,640 to reimburse the Contractor for the costs of entering into an agreement with County Emergency Medical Services to provide access to paramedic ambulance services for the East Mesa Juvenile Detention Facility beginning March 1, 2004 and extending through June 30, 2006. Any subsequent refunds made by County Emergency Medical Services shall be paid to County Medical Health Quality Assurance.

2. Remove and replace the following with pages marked "Amendment 005", dated "Revised 12/03":

- Section C – Special Terms and Conditions

Areas where changes have been made are marked on the margin with changes identified in bold.

3. All other terms and conditions remain.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein. Adjust fixed price contract costs for new totals of \$3,777,480 for FY 2003-04; \$5,175,792 for FY 2004-05; and \$5,398,356 for FY 2005-06. New Contract total is: \$27,637,071.

**THIS AMENDMENT IS NOT EFFECTIVE UNTIL
APPROVED BY THE DIRECTOR OF PURCHASING
AND CONTRACTING.**

CONTRACTOR:

BY: Dan Hustedt Date: 12-15-03
DAN HUSTEDT, Vice President, Finance
California Forensic Medical Group, Inc.
Cannery Row park Plaza
300 Foam Street, Suite B-3
Monterey, CA 93940
(831) 649-8994

DEPARTMENT REVIEW AND RECOMMENDED
APPROVAL:

BY: Mary Cahill Date: 12-18-03
ELENA PASCUAL, CONTRACTS MANAGER
PUBLIC HEALTH SERVICES

APPROVED: Winston F. McColl
BY: Winston F. McColl Date: 12/29/03
WINSTON F. MCCOLL, DIRECTOR
PURCHASING AND CONTRACTING

**COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS**

1. **ADMINISTRATION.** The Purchasing and Contracting Deputy Director is the designated Contracting Officer and is the only County official authorized to amend this Agreement.

- 1.1 The County has designated the following individual as the Contracting Officer's Technical Representative (COTR), who may also be called the Contract Administrator:

Elena Pascual, Contracts Manager
Public Health Services
Health and Human Services Agency
1700 Pacific Highway, MS P511E
San Diego, CA 92101
(619) 515-6575 FAX (619) 685-2423

- 1.1.1 The COTR will direct County contract administration functions. The COTR is designated to receive, review, and approve Contractor invoices, audit and inspect Contractor's records, inspect Contractor services, and provide contract technical guidance as required. The COTR is not authorized to amend any terms and conditions of the contract. Amendments to the scope of work or total contract price shall be made only by the Contracting Officer issuing a properly executed contract amendment.

- 1.2 Contractor's Health Administrator. Contractor shall designate the following individual(s) as the Contractor's Health Administrator:

Elaine Hustedt, Vice President, Operations
Name Title

300 Foam Street, Suite B, Monterey, CA 93940 (831) 649-8994 (831) 649-8286
Mailing Address City Zip Phone No. Fax No.

2. **TERM OF CONTRACT.**

- 2.1 The term of this Agreement shall commence with award on the effective date January 21, 1999 for transition and phase in with full contract performance on March 26, 1999 and continue through and including June 30, 2006.

- 2.2 The County of San Diego retains the right to exercise zero additional one (1) year periods. At the end of the contract term:

- 2.2.1 County shall have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Deputy Director. Such extension shall become effective when the written contract amendment is signed by the Contractor and the County no less than fifteen (15) calendar days prior to expiration of any contract term.

- 2 **CONTRACT TYPE** This is a firm-fixed price contract.

- 3 **COMPENSATION.** County will pay the Contractor a sum not to exceed **\$14,351,628** for the period July 1, 2003 through June 30, 2006.

COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS

4 METHOD OF PAYMENT.

4.1 An original invoice shall be submitted to the COTR for review, approval and processing for payment by the County of San Diego.

4.1.1 To comply with the County of San Diego Administrative Code a copy of each invoice shall be submitted to the County Auditor and Controller, 1600 Pacific Highway, Room 306, San Diego, CA 92101.

4.1.2 The monthly invoice shall be submitted within ten days following the end of the month, for the prior month's service and be accompanied by a certification, signed by the Contractor's Health Administrator, of completion of the work required by Section D - Statement of Work and Technical Specification and certification that Contractor's employees are not listed on the GSA Excluded Parties Listing or the OIG List of Excluded Individuals/Entities.

4.2 Upon concurrence by the County, Contractor will be paid as follows:

4.2.1 **Fixed Price Payments:**

4.2.1.1 **\$3,777,480** for the period July 1, 2003 through June 30, 2004 as follows:

4.2.2.1.1 \$262,493 for monthly payments from July through **February** (includes \$5,976 per month for Kearny Mesa Mental Health LVN services)

4.2.2.1.2 \$409,724 for the monthly payments from March through June (includes \$5,977 per month for Kearny Mesa Mental Health LVN services)

4.2.2.1.3 **a one-time lump sum payment of \$38,640 in March 2004 to reimburse the Contractor for the costs of paramedic ambulance services for the East Mesa Juvenile Detention Facility beginning March 1, 2004 and extending through June 30, 2006. Any subsequent refunds made by County Emergency Medical Services shall be paid to County Medical Health Quality Assurance.**

4.2.2.2 \$5,175,792 for the period July 1, 2004 through June 30, 2005 as follows:

4.2.2.2.1 \$431,316 in twelve monthly payments (includes \$8,304 per month for Kearny Mesa Mental Health LVN services).

4.2.2.3 \$5,398,356 for the period July 1, 2005 through June 30, 2006 as follows

4.2.2.3.1 \$449,863 in twelve monthly payments (includes \$8,661 per month for Kearny Mesa Mental Health LVN services).

4.3 The above prices are fixed except for the following contingent adjustments:

4.3.1 Starting on January 1, 2005 and thereafter there will be a per diem daily charge of \$2.67 per inmate over the cap (1020) if the quarterly average daily population (ADP) is in excess of 1020 in the juvenile facilities, and a per diem daily credit of \$2.67 per inmate under the floor (920) if the quarterly ADP is below 920 in the juvenile facilities.

4.3.2 The contract pricing after **March 1, 2004** assumes that the East Mesa Juvenile Detention Facility construction will be completed in time so that juvenile detainees can begin populating the facility in **April 2004**. If this assumption is incorrect, and the County is unable to populate East Mesa in **April 2004**, or conversely, the County begins populating the facility in advance of **April 2004**, County and Contractor agree to re-open negotiations on contract pricing.

**COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS**

- 4.4 The County is precluded from making payments prior to receipt of services or supplies (advance payments). Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated in this Contract.
- 4.5 Notwithstanding any other provision of this Contract, County may elect not to make a particular payment on the Agreement if:
- 4.5.1 Misrepresentation. Contractor, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to County.
- 4.5.2 Unauthorized Actions by Contractor. Contractor shall have taken any action pertaining to this Agreement which required County approval, without having first received said approval.
- 4.5.3 Default. Contractor shall have been in default under any terms and conditions of this Agreement.
5. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the County official cited in paragraph 1.1, and to Contractor at address cited in subparagraph 1.2.
6. **NOTICE OF DELAY.** Contractor shall, within five (5) days of award of this contract, notify the County in writing of any anticipated delay in the performance of this Contract. This notice shall identify the cause of said delay and indicate the remedial action to be taken by Contractor.
7. **DEFINITIONS.**
- “County” shall mean the County of San Diego, California
“Agreement” shall mean this County contract
“Contractor” shall mean the legal entity who has entered into this contract with the County to provide the services and equipment described herein
“Vendor” and “Provider” shall mean the same as Contractor
“Exhibit” shall mean the same as “Section” in this Contract
“Terms and Conditions” shall mean the requirements specified by this Contract
“Detainee” shall mean a juvenile or adult in the custody of the County Probation Department.
8. **PRECEDENCE;** In the event that any provision of the Contract and included Sections A, B, C, D, E, F, or G conflicts with any other term or condition, precedence shall be: First (1st) Section A (Questions and Answers); Second (2nd) Section C (Special Terms and Conditions); Third (3rd) Section B (General Terms and Conditions); Fourth (4th) Section D (Statement of Work and Technical Requirements); Fifth (5th) Section E (CFMG Revised Best and Final Offer dated December 1, 1998); Sixth (6th) Section F (CFMG Best and Final Offer dated November 20, 1998); Seventh (7th) Section G (CFMG Technical and Price Proposal dated September 18, 1998); and Eighth (8th) CFMG proposal dated February 3, 2003 as amended.
10. **FINGER PRINTING.** The County shall require Contract staff who come into contact with detainees to be finger printed at Contractor’s expense and in compliance with County procedures. Finger printing will be done by County staff. The prints will be processed by the Office of the Marshal and/or District Attorney Office, review of the prints will be made by the California Department of Justice (CDOJ). Contractor shall pay fees for processing and

**COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS**

reviewing fingerprints. The Contractor shall submit two (2) checks in the amounts indicated below with each set of prints submitted for processing and review.

10.1 The fee for processing is twenty dollars (\$20.00), check to be made payable to the County of San Diego and the fee for reviewing finger prints is thirty-two dollars (\$32.00), check made payable to the California Department of Justice. These fees are subject to change at any time. **Contractor shall pay the most current costs for processing background clearances utilizing the County's current procedures.**

11. **CHARACTER AND CONDUCT OF EMPLOYEES.** The County shall perform background investigations on Contractor's employees who come into contact with detainees. The County will not accept the employment of individuals it deems unsuitable. The Contractor's employees who normally and regularly come into direct contact with detainees or County employees will be clearly identifiable through such means as name badges, name tags or identification cards.

11.1 At the County's discretion, the County may issue County identification cards to Contractor personnel. If issued, the following shall apply:

11.1.1 County identification cards are to be worn by the individual named on the card at all times while in County facilities or performing duties under County contracts.

11.1.2 County identification cards will be issued to Contractor for use by his/her staff. Such identification cards shall not identify a Contractor's employee as a County of San Diego employee. Identification cards will remain the property of the County and are returnable upon demand by the County or upon expiration of this contract.

11.1.3 Contractor assumes all responsibility for his employee's use of and the return of the County I.D. cards. Contractor will be assessed fifty dollars (\$50.00) for each card not returned.

11.2 The Contractor will assure that its employees perform services in a courteous, helpful and impartial manner. All employees of the Contractor will refrain from belligerent behavior and/or profanity. Contractor shall take all necessary steps to correct any belligerent behavior by its employees and shall assure the County of San Diego that any belligerent behavior shall not be repeated by the offending employee.

12. **PROFESSIONAL RESPONSIBILITIES.** Contractor's employees shall comply with County Probation Department facilities' standards of conduct.

12.1 **INTERACTION WITH DETAINEES.** The following general provisions set forth the standards for Contract staff with respect to their association with detainees, and further delineates the limitations to their interactions.

12.1.1 **Establish Professional Relationship.** Contractor's staff shall develop a professional relationship with detainees by adhering to Probation Department's established protocols and treating all detainees with respect.

12.1.2 **Avoid Social Contacts.** Contractor's staff shall avoid discussing personal lives or establishing social contacts with detainees and their families and ex-detainees.

12.1.3 **Over-familiarity.** Contractor's staff shall avoid over-familiarity with detainees and shall maintain professional distance.

**COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS**

- 12.1.4 Report to Probation Department Facility Administrator. Contractor's staff shall report to the Probation Department facility administrator any attempt by the detainees and their families to become unduly familiar.
- 12.1.5 Unnecessary Physical Contact with Detainees is Prohibited. Unnecessary physical contact between Contractor's staff and detainee can lead to many problems, including accusations of sexual molestation, harassment, or physical abuse.
- 12.1.6 No Correspondence Unless Approved. Contractor's staff shall not correspond by any form of communication or take pictures of a detainee, ex-detainee or with any member of a detainee's or ex-detainee's family, except as required by official duties. Contractor's staff shall immediately notify the Probation Department facility administrator of any attempt by a detainee or family to improperly communicate with Contract staff.
- 12.1.7 Contractor Misconduct. Failure to observe these standards of conduct is a material breach of contract and Contractor shall be required to take any and all actions necessary to remedy the breach.

13. **POSSESSORY USE TAX.** Possessory interest tax will be applicable to the County property used by the Contractor in performance of the RFP services. Property Tax Rule 21 (18 C.C.R. Section 21) defines possessory interest as follows:
"Possessory interest means an interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of land and/or improvements unaccompanied by the ownership of a fee simple or life estate in the property...". Possessory interest does not apply to equipment or furnishings. Such taxes will be treated as a "pass-through" payment to the Contractor with no overhead, G&A or profit added. The County will reimburse the Contractor within 5 days of receipt of proof of payment of such taxes.

COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
SERVICE CONTRACT AUTHORIZATION
AND INDEPENDENT CONTRACTOR AGREEMENT

DATE: June 18, 2003

CONTRACT NO. 44182
AMENDMENT NO 4

TO: California Forensic Medical Group (CFMG), Contractor. Pursuant to the changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previously agreed upon Statement of Work.

Title of Contract or Project: Correctional Facilities Medical Services Program

1. Description of Contract Change and/or Work To Be Done:

- Extends the agreement from August 31, 2003 to June 30, 2006, and adjusts fixed price contract after July 1, 2003 accordingly.
- On January 1, 2004, adds the East Mesa Juvenile Detention Facility to Probation facilities requiring services, and adjusts fixed price contract accordingly.
- Clarifies other service requirements in the Statement of Work, and adjusts fixed price contract after July 1, 2003 accordingly.

2. Remove and replace the following with pages marked "Amendment 004", dated "Revised 7/03":

- Section C – Special Terms and Conditions
- Section D – Statement of Work and Technical Specifications

Areas where changes have been made are marked on the margin with changes identified in bold.

3. All other terms and conditions remain.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein. Adjust fixed price contract costs for new totals of \$3,990,314 for FY 2003-04; \$5,175,792 for FY 2004-05; and \$5,398,356 for FY 2005-06. New Contract total is: \$27,849,905.

**THIS AMENDMENT IS NOT EFFECTIVE UNTIL
APPROVED BY THE DIRECTOR OF PURCHASING
AND CONTRACTING.**

CONTRACTOR:

BY Dan Hustedt Date: 6-05-03
DAN HUSTEDT, Vice President, Finance
California Forensic Medical Group, Inc.
Cannery Row park Plaza
300 Foam Street, Suite B-3
Monterey, CA 93940
(831) 649-8994

DEPARTMENT REVIEW AND RECOMMENDED
APPROVAL:

BY Elena C. Pascual Date: 6-19-03
ELENA PASCUAL, CONTRACTS MANAGER
PUBLIC HEALTH SERVICES

APPROVED:
BY Winston F. McColl Date: 7/1/2003
WINSTON F. MCCOLL, DIRECTOR
PURCHASING AND CONTRACTING

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY State Representative
SENIOR DEPUTY

**COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS**

1. **ADMINISTRATION.** The Purchasing and Contracting Deputy Director is the designated Contracting Officer and is the only County official authorized to amend this Agreement.

- 1.1 The County has designated the following individual as the Contracting Officer's Technical Representative (COTR), who may also be called the Contract Administrator:

**Elena Pascual, Contracts Manager
Office of Public Health
Health and Human Services Agency
1700 Pacific Highway, MS P511E
San Diego, CA 92101
(619) 515-6575 FAX (619) 685-2423**

- 1.1.1 The COTR will direct County contract administration functions. The COTR is designated to receive, review, and approve Contractor invoices, audit and inspect Contractor's records, inspect Contractor services, and provide contract technical guidance as required. The COTR is not authorized to amend any terms and conditions of the contract. Amendments to the scope of work or total contract price shall be made only by the Contracting Officer issuing a properly executed contract amendment.

- 1.2 Contractor's Health Administrator. Contractor shall designate the following individual(s) as the Contractor's Health Administrator:

Elaine Hustedt, Vice President, Operations
Name Title

300 Foam Street, Suite B, Monterey, CA 93940 (831) 649-8994 (831) 649-8286
Mailing Address City Zip Phone No. Fax No.

2. **TERM OF CONTRACT.**

- 2.1 The term of this Agreement shall commence with award on the effective date January 21, 1999 for transition and phase in with full contract performance on March 26, 1999 and continue through and including **June 30, 2006.**

- 2.2 The County of San Diego retains the right to exercise **zero** additional one (1) year periods. At the end of the contract term:

- 2.2.1 County shall have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Deputy Director. Such extension shall be become effective when the written contract amendment is signed by the Contractor and the County no less than fifteen (15) calendar days prior to expiration of any contract term.

- 2 **CONTRACT TYPE** This is a firm-fixed price contract.

- 3 **COMPENSATION.** County will pay the Contractor a sum not to exceed **\$14,564,462 for the period July 1, 2003 through June 30, 2006.**

COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS

4 METHOD OF PAYMENT.

4.1 An original invoice shall be submitted to the COTR for review, approval and processing for payment by the County of San Diego.

4.1.1 To comply with the County of San Diego Administrative Code a copy of each invoice shall be submitted to the County Auditor and Controller, 1600 Pacific Highway, Room 306, San Diego, CA 92101.

4.1.2 The monthly invoice shall be submitted within ten days following the end of the month, for the prior month's service and be accompanied by a certification, signed by the Contractor's Health Administrator, of completion of the work required by Section D - Statement of Work and Technical Specification **and certification that Contractor's employees are not listed on the GSA Excluded Parties Listing or the OIG List of Excluded Individuals/Entities.**

4.2 Upon concurrence by the County, Contractor will be paid as follows:

4.2.1 Fixed Price Payments:

4.2.1.1 **\$3,990,314** for the period July 1, 2003 through June 30, 2004 as follows:

4.2.2.1.1 **\$262,493** for monthly payments from July through December (includes \$5,976 per month for Kearny Mesa Mental Health LVN services)

4.2.2.1.2 **\$374,482** for the monthly payment in January (includes \$5,976 per month for Kearny Mesa Mental Health LVN services)

4.2.2.1.3 **\$401,978** for the monthly payment in February (includes \$5,976 per month for Kearny Mesa Mental Health LVN services)

4.2.2.1.4 **\$409,724** for the monthly payments from March through June (includes \$5,977 per month for Kearny Mesa Mental Health LVN services).

4.2.2.2 **\$5,175,792** for the period July 1, 2004 through June 30, 2005 as follows

4.2.2.2.1 **\$431,316** in twelve monthly payments (includes \$8,304 per month for Kearny Mesa Mental Health LVN services).

4.2.2.3 **\$5,398,356** for the period July 1, 2005 through June 30, 2006 as follows

4.2.2.3.1 **\$449,863** in twelve monthly payments (includes \$8,661 per month for Kearny Mesa Mental Health LVN services).

4.3 The above prices are fixed except for the following contingent adjustments:

4.3.1 Starting on January 1, 2005 and thereafter there will be a per diem daily charge of \$2.67 per inmate over the cap (1020) if the quarterly average daily population (ADP) is in excess of 1020 in the juvenile facilities, and a per diem daily credit of \$2.67 per inmate under the floor (920) if the quarterly ADP is below 920 in the juvenile facilities.

4.3.2 The contract pricing after January 1, 2004 assumes that the East Mesa Juvenile Detention Facility construction will be completed in time so that juvenile detainees can begin populating the facility in February 2004. If this assumption is incorrect, and the County is unable to populate East Mesa in February 2004, or conversely, the County begins populating the facility in advance of February 2004, County and Contractor agree to re-open negotiations on contract pricing.

4.4 The County is precluded from making payments prior to receipt of services or supplies (advance payments).

COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
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SECTION C - SPECIAL TERMS AND CONDITIONS

Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated in this Contract.

- 4.5 Notwithstanding any other provision of this Contract, County may elect not to make a particular payment on the Agreement if:

4.5.1 Misrepresentation. Contractor, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to County.

4.5.2 Unauthorized Actions by Contractor. Contractor shall have taken any action pertaining to this Agreement which required County approval, without having first received said approval.

4.5.3 Default. Contractor shall have been in default under any terms and conditions of this Agreement.

5. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the County official cited in paragraph 1.1, and to Contractor at address cited in subparagraph 1.2.

6. **NOTICE OF DELAY.** Contractor shall, within five (5) days of award of this contract, notify the County in writing of any anticipated delay in the performance of this Contract. This notice shall identify the cause of said delay and indicate the remedial action to be taken by Contractor.

7. **DEFINITIONS.**

"County" shall mean the County of San Diego, California

"Agreement" shall mean this County contract

"Contractor" shall mean the legal entity who has entered into this contract with the County to provide the services and equipment described herein

"Vendor" and "Provider" shall mean the same as Contractor

"Exhibit" shall mean the same as "Section" in this Contract

"Terms and Conditions" shall mean the requirements specified by this Contract

"Detainee" shall mean a juvenile or adult in the custody of the County Probation Department.

8. **PRECEDENCE;** In the event that any provision of the Contract and included Sections A, B, C, D, E, F, or G conflicts with any other term or condition, precedence shall be: First (1st) Section A (Questions and Answers); Second (2nd) Section C (Special Terms and Conditions); Third (3rd) Section B (General Terms and Conditions); Fourth (4th) Section D (Statement of Work and Technical Requirements); Fifth (5th) Section E (CFMG Revised Best and Final Offer dated December 1, 1998); Sixth (6th) Section F (CFMG Best and Final Offer dated November 20, 1998); Seventh (7th) Section G (CFMG Technical and Price Proposal dated September 18, 1998); **and Eighth (8th) CFMG proposal dated February 3, 2003 as amended.**

10. **FINGER PRINTING.** The County shall require Contract staff who come into contact with detainees to be finger printed at Contractor's expense and in compliance with County procedures. Finger printing will be done by County staff. The prints will be processed by the Office of the Marshal and/or District Attorney Office, review of the prints will be made by the California Department of Justice (CDOJ). Contractor shall pay fees for processing and reviewing fingerprints. The Contractor shall submit two (2) checks in the amounts indicated below with each set

**COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS**

of prints submitted for processing and review.

10.1 The current fee for processing is twenty dollars (\$20.00), check to be made payable to the County of San Diego and the fee for reviewing finger prints is thirty-two dollars (\$32.00), check made payable to the California Department of Justice. These fees are determined by the Marshal and the State of California and are subject to change at any time.

11. **CHARACTER AND CONDUCT OF EMPLOYEES.** The County shall perform background investigations on Contractor's employees who come into contact with detainees. The County will not accept the employment of individuals it deems unsuitable. The Contractor's employees who normally and regularly come into direct contact with detainees or County employees will be clearly identifiable through such means as name badges, name tags or identification cards.

11.1 At the County's discretion, the County may issue County identification cards to Contractor personnel. If issued, the following shall apply:

11.1.1 County identification cards are to be worn by the individual named on the card at all times while in County facilities or performing duties under County contracts.

11.1.2 County identification cards will be issued to Contractor for use by his/her staff. Such identification cards shall not identify a Contractor's employee as a County of San Diego employee. Identification cards will remain the property of the County and are returnable upon demand by the County or upon expiration of this contract.

11.1.3 Contractor assumes all responsibility for his employee's use of and the return of the County I.D. cards. Contractor will be assessed fifty dollars (\$50.00) for each card not returned.

11.2 The Contractor will assure that its employees perform services in a courteous, helpful and impartial manner. All employees of the Contractor will refrain from belligerent behavior and/or profanity. Contractor shall take all necessary steps to correct any belligerent behavior by its employees and shall assure the County of San Diego that any belligerent behavior shall not be repeated by the offending employee.

12. **PROFESSIONAL RESPONSIBILITIES.** Contractor's employees shall comply with County Probation Department facilities' standards of conduct.

12.1 **INTERACTION WITH DETAINEES.** The following general provisions set forth the standards for Contract staff with respect to their association with detainees, and further delineates the limitations to their interactions.

12.1.1 **Establish Professional Relationship.** Contractor's staff shall develop a professional relationship with detainees by adhering to Probation Department's established protocols and treating all detainees with respect.

12.1.2 **Avoid Social Contacts.** Contractor's staff shall avoid discussing personal lives or establishing social contacts with detainees and their families and ex-detainees.

12.1.3 **Over-familiarity.** Contractor's staff shall avoid over-familiarity with detainees and shall maintain professional distance.

**COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS**

- 12.1.4 Report to Probation Department Facility Administrator. Contractor's staff shall report to the Probation Department facility administrator any attempt by the detainees and their families to become unduly familiar.
 - 12.1.5 Unnecessary Physical Contact with Detainees is Prohibited. Unnecessary physical contact between Contractor's staff and detainee can lead to many problems, including accusations of sexual molestation, harassment, or physical abuse.
 - 12.1.6 No Correspondence Unless Approved. Contractor's staff shall not correspond by any form of communication or take pictures of a detainee, ex-detainee or with any member of a detainee's or ex-detainee's family, except as required by official duties. Contractor's staff shall immediately notify the Probation Department facility administrator of any attempt by a detainee or family to improperly communicate with Contract staff.
 - 12.1.7 Contractor Misconduct. Failure to observe these standards of conduct is a material breach of contract and Contractor shall be required to take any and all actions necessary to remedy the breach.
13. **POSSESSORY USE TAX.** Possessory interest tax will be applicable to the County property used by the Contractor in performance of the RFP services. Property Tax Rule 21 (18 C.C.R. Section 21) defines possessory interest as follows:
"Possessory interest means an interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of land and/or improvements unaccompanied by the ownership of a fee simple or life estate in the property...". Possessory interest does not apply to equipment or furnishings. Such taxes will be treated as a "pass-through" payment to the Contractor with no overhead, G&A or profit added. The County will reimburse the Contractor within 5 days of receipt of proof of payment of such taxes.

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1. BACKGROUND

- 1.1 The Health and Human Services Agency, Correctional Facilities Medical Services Program provides mandated health care to juveniles and adults in the custody of the County Probation Department (Probation). The services are provided in accordance with Title 15 of the California Code of Regulations and California Medical Association Institute for Medical Quality Standards for Juvenile Facilities.

2. OVERVIEW OF SERVICES

- 2.1 Contractor shall provide a broad range of healthcare and medical services for juveniles at various Probation facilities – Kearny Mesa Juvenile **Detention Facility** and Girls Rehabilitation Facility, **the new East Mesa Juvenile Detention Facility**, Juvenile Ranch Facility-Campo and Camp Barrett for juveniles and Work Furlough for adults. The scope of services include intake screening and health assessments; health education; diagnostic procedures and testing for sexually transmitted diseases; primary care, including physician and nurse practitioner or physician assistant sick calls; emergency room visits; inpatient care; urgent and emergent dental care; pharmaceuticals; lab work, provision of durable medical equipment and after-custody health planning. Unless otherwise indicated in this Statement of Work, **services and cost items (such as pharmaceuticals, lab work, emergency room visits, inpatient care) ordered/prescribed by County Mental Health professional staff are excluded from this Statement of Work.**
- 2.2 Contractor shall determine staffing required at each site according to medical and operational necessities at each site. Contractor shall provide access to necessary medical care 24 hours per day, seven days per week at all facilities.
- 2.3 Contractor shall assure that detainees have access to appropriate levels of care.

3. REFERENCES

- 3.1 The following documents are incorporated herein by reference:

Title 15, California Code of Regulations, Minimum Standards for Juvenile Facilities

Title 15, California Code of Regulations, Minimum Standards for Local Detention Facilities

California Medical Association Institute for Medical Quality Standards for Juvenile Facilities

National Commission on Correctional Health Care, Standards for Health Services in Juvenile Detention and Confinement Facilities

National Commission on Correctional Health Care, Standards for Health Services in Prisons

4. CONTRACT REQUIREMENTS

4.1 Responsibility for Medical Services Consistent with Title 15

- 4.1.1 Contractor shall provide quality, cost effective medical services to all juveniles and adults in custody of the Probation Department at the following facilities. Contractor shall comply with all facility regulations while performing these services.

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Kearny Mesa Juvenile **Detention Facility** and Girls Rehabilitation Facility,
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new East Mesa Juvenile Detention Facility, 446 Alta Road, Suite 6100, San Diego, CA 92158

Juvenile Ranch Facilities, 957 Forrest Gate Road, Campo, CA 91906

Camp Barrett, 21077 Lyons Valley Road, Alpine, CA 91901

Work Furlough, 551 South 35th Street, San Diego, CA 92113

- 4.1.2 The Contractor shall assure that the level of medical service shall be maintained in accordance with the References and at required level of services.
- 4.1.3 Contractor's responsibilities for the County's Juvenile Facilities are defined by Title 15, California Code of Regulations, Minimum Standards for Juvenile Facilities.
- 4.1.4 Contractor's minimum responsibilities for adults in the custody of Probation are defined by Title 15, California Code of Regulations, Minimum Standards for Local Detention Facilities.
- 4.1.5 Contractor medical personnel shall maintain, in good standing and without significant restrictions, licenses, certifications and registrations required by the State of California to perform the services contained within this Statement of Work. Upon request, Contractor shall provide copies of all licenses, certifications and/or registrations for County review.
 - 4.1.5.1 Contractor shall assure that qualified personnel operate within the scope of their license(s), certification(s) and practice.
- 4.1.6 Contractor shall provide medical services for individuals in the custody of Probation or individuals in custody of a law enforcement officer for the purposes of detention at **Kearny Mesa Juvenile Detention Facility or East Mesa Juvenile Detention Facility and in custody at Juvenile Ranch Facility-Campo and Camp Barrett.**
- 4.1.7 Contractor shall provide unimpeded access to all necessary medical care for individuals in custody of Probation and shall be responsible for all costs associated with the provision of medical care which includes primary care as well as urgent and emergent services **(unless specifically stated otherwise, this Statement of Work excludes services and cost items ordered/prescribed by County Mental Health professional staff).**
 - 4.1.7.1 Contractor shall make provisions to provide emergency medical care whenever necessary. These services include, but are not limited to emergency room, professional services, inpatient and outpatient care. Contractor shall not be responsible for salaries of Probation staff or hired guards that accompany the patient.
 - 4.1.7.2 Contractor shall be responsible for all costs associated with emergency care transportation (e.g. ambulance or medevac helicopter) for detainees in the custody of Probation.

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- 4.1.8 Contractor shall provide all medical and dental personnel and support staff; medical, **dental** and office equipment; supplies; resource manuals and materials; medical laboratory services; x-rays; CT “Cat” scans; MRI’s; EKG’s; EEGS; medical and dental prostheses; pharmaceuticals; medical/dental and office waste disposal and other ancillary services associated with these services. This excludes pharmaceuticals, **laboratory services and EKG’s and EEG’s** prescribed by County Mental Health professional staff. **However, Contractor shall order and administer psychotropic medications to detainees and shall properly document the use of the medications. The County will provide some start-up equipment and supplies for East Mesa Juvenile Detention Facility in accordance with the development plans. After this initial purchase, Contractor shall be responsible for equipment and supplies at all facilities including East Mesa Juvenile Detention Facility. Contractor shall also provide a copy machine and fax machine(s) for East Mesa Juvenile Detention Facility.**
- 4.1.8.1 **Contractor shall provide 24 hour/seven days a week RN nursing coverage at Kearny Mesa Juvenile Detention Facility and the East Mesa Juvenile Detention Facility in accordance with the approved staffing schedule. LVN p.m. shift coverage, plus relief, at Kearny Mesa Juvenile Detention Facility and East Mesa Juvenile Detention Facility shall be eight hours per day, seven days per week in accordance with the approved staffing schedule.** The LVN(s) shall transcribe medication orders, **administer psychotropic medications**, inventory and order medications including psychotropic medications, assist with patient flow for psychiatrist(s), assist with collection of laboratory specimens and other diagnostic procedures as ordered by County Mental Health professional staff, and perform other duties as assigned by the Charge Nurse. The LVN(s) shall be supervised by the Contractor’s Program Manager and Medical Director. County Mental Health and Contractor shall collaboratively determine if additional duties can be assigned to the LVN(s) and, when the LVN workload permits, shall identify and assign other duties.
- 4.1.8.2 Contractor shall develop protocols for County approval to work collaboratively with Mental Health and Alcohol and Drug providers under the supervision of Contractor’s Program Manager. These protocols shall include provisions for maintaining medical records and dispensing medications.
- 4.1.8.3 Contractor shall complete all program documentation, including maintaining health records. Contractor shall utilize existing report formats or develop its own records subject to County approval. Contractor shall use forms that are consistent with Probation Department’s sample forms for events such as incident reports and work injury reports (form must be completed within one day of the incident or injury).
- 4.1.8.4 Contractor shall be responsible for reproduction or printing costs associated with this contract, including but not limited to reproduction or printing of medical records, forms, reports, manuals, policies, procedures or other program documents. This requirement excludes forms that will be provided by Probation. Reproduction and printing costs must be directly related to fulfilling this Statement of Work, and will not be unreasonably requested by the **County**.
- 4.1.9 Contractor shall provide necessary dental care for acute conditions and to avert adverse effects on detainee’s health. Such treatment shall not be limited to extractions and may include oral surgery if medically necessary.

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- 4.1.10 Contractor shall select a Health Administrator(s) who shall be responsible for the delivery of healthcare at the facilities in accordance with Title 15. If the health administrator is not a physician, Contractor shall assign a physician(s) responsible for development and implementation of clinical protocols.
 - 4.1.10.1 Contractor shall provide adequate personnel and each facility shall have access to a physician on a 24-hour basis, seven days per week.
- 4.1.11 Contractor shall comply with County determinations on what constitutes an appropriate level of care.
 - 4.1.11.1 Contractor shall comply with the County's interpretation of Title 15 and other Community healthcare standards, including the National Commission on Correctional Health Care, Standards for Health Services in Juvenile Detention and Confinement Facilities; and California Medical Association Institute for Medical Quality Standards for Juvenile Facilities **at Kearny Mesa Juvenile Detention Facility and East Mesa Juvenile Detention Facility.**
 - 4.1.11.2 Title 15 and the County Public Health Officer's determinations shall take precedence in any disputes concerning appropriate healthcare standards and/or provision of care.
- 4.1.12 Contractor shall have ten (10) working days to provide the County Medical Health Quality Assurance Unit or designee with a written response to address and correct any deficiencies identified by the County in the quality or adequacy of the healthcare services provided.
 - 4.1.12.1 Disagreements between the Contractor and the County Medical Health Quality Assurance Unit or designee shall be resolved by the County Public Health Officer.

4.2 EXTENT OF MEDICAL CARE TO BE PROVIDED

- 4.2.1 Contractor shall develop a written manual of policies and procedures, approved by the County Medical Health Quality Assurance Unit or designee, that define the extent to which healthcare shall be provided at each facility and delineate those services that shall be available off-site. Contractor shall submit for County review and approval the written manual of policies and procedures for each facility.
 - 4.2.1.1 Healthcare services shall be performed by Contractor's staff, or sub-contractors, as approved by the County.
 - 4.2.1.2 Contractor shall request and receive authorization from Probation for all off-site transportation of detainees, and shall coordinate emergency transportation with Probation.
- 4.2.2 Contractor's physician, as well as Contractor's other licensed or certified healthcare professionals, shall be responsible for clinical decisions concerning the medical care of the detainees.
 - 4.2.2.1 County may override Contract staff in instances where on-site Probation staff believe a detainee's condition requires immediate medical intervention.
- 4.2.3. The Contractor shall make provisions at each facility for:

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- 4.2.3.1 One or more physician(s) to provide medical care or supervision of medical care either on-site or off-site per County approved protocol.
- 4.2.3.2 Healthcare services shall meet the minimum requirements of Title 15 at a level to address acute conditions and avoid preventable deterioration of health while in confinement
- 4.2.3.3 Adequate staff, equipment, supplies, materials and resource manuals shall be required.
 - 4.2.3.3.1 On-site space requirements **shall be coordinated with Probation and the County Medical Health Quality Assurance Unit or designee.**
- 4.2.4 **Private Providers or Health Maintenance Organizations (HMO).**
 - 4.2.4.1 Contractor shall identify all individuals with health insurance coverage using information provided by Probation or information obtained in the intake process or health screening procedure.
 - 4.2.4.2 Private health insurance providers, including Health Maintenance Organizations (HMOs), may be utilized for provision of medical services following medical and transportation protocols.
 - 4.2.4.3 Probation staff must accompany detainees, therefore, off-site transportation of detainees must be prior authorized by Probation.
 - 4.2.4.4 Contractor shall document the circumstances whenever it is not possible to transfer a qualified individual to an outside medical provider.
- 4.2.5 **Authorized Off-site Arrangements for Medical Care.** Contractor's procedures shall allow parents or legal guardians to make off-site arrangements for medical care as authorized by Probation. Such care shall be at the sole expense of the parents or legal guardian.
- 4.2.6 **Informed Consent and Confidentiality.** Contractor shall provide information, including patient records, requested by the County Medical Health Quality Assurance Unit or designee and County Public Health Officer or designee in support of public health surveillance and assurance of public safety. This may include information necessary for the County to accomplish contact tracing.
 - 4.2.6.1 Contractor shall make provisions for detainee's consent that address the limits of confidentiality. The procedures for obtaining consent shall be approved by the County Medical Health Quality Assurance Unit or designee.
 - 4.2.6.2 Contractor's protocols shall make provision for obtaining parental consent and authorization for healthcare for minors.
 - 4.2.6.2.1 Contractor's protocols shall address situations when minors over 12 years of age have authority to provide legal consent.
 - 4.2.6.2.2 Contractor's protocols shall make provision for notifying next of kin or guardians about serious illness, injury or death.

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- 4.2.6.2.3 Contractor's protocols shall make provision for allowing any competent adult to refuse in writing both emergency and non-emergency healthcare services.
- 4.2.6.2.4 Contractor's protocol shall address emergency situations rendered without specific consent and court ordered care.
- 4.2.6.2.5 Contractor shall ensure compliance with all laws, regulations, and approved policies and procedures regarding informed consent, confidentiality rights of individuals and protection of the individual's rights.
- 4.2.7 **Prostheses and Other Orthopedic Devices.** In accordance with Title 15, Contractor shall develop and implement a protocol approved by the County to provide medically necessary prosthetics, including, but not limited to, dentures, eyeglasses and hearing aids, if medically indicated and ordered by Contractor's physician.
- 4.2.8 **Pharmaceutical Management.** Contractor shall develop and implement a protocol for pharmaceutical management, including, but not limited to secure storage, controlled administration of prescription drugs and over the counter medications, proper disposal, and clearly defined employee responsibilities including restricted access.
 - 4.2.8.1 Contractor shall provide maximum security for any DEA controlled substances, needles, syringes and other abusable items.
 - 4.2.8.2 Contractor shall provide all pharmaceuticals except **pharmaceuticals prescribed by County's Mental Health professional staff.**
- 4.2.9 **First Aid and Advanced Life Support.** Contractor shall develop and implement a protocol to assure immediate access to first aid and advanced life support equipment and supplies at each facility. Procedures shall be implemented to assure timely inspection and upkeep of equipment.
- 4.2.10 **Reproductive Services.** Contractor shall develop and implement a protocol to provide medically necessary reproductive services including, but not limited to, those prescribed by Welfare and Institutions Code, Sections 220, 221, and 222. Contractor shall develop protocol and provide information on, and provision of, birth control methods, devices and medications.
- 4.2.11 **Food Handlers.** Contractor shall develop and implement a protocol for screening detainees assigned to work assignments that have healthcare implications, such as food handlers.
- 4.2.12 **Vermin Control.** Contractor's physician shall develop and implement a written plan for the control and treatment of vermin-infested detainees, including screening and control of ectoparasites.
- 4.2.13 **Suicide Prevention.** Contractor shall work collaboratively with Probation and County Mental Health to develop a written suicide prevention plan, with policies and procedures to train staff to identify detainees who present a suicide risk, appropriately monitor their condition, and assure access to the necessary referral, treatment and follow-up.
- 4.2.14 **Detainee Death.** Contractor, in cooperation with the Probation facility administrator and the County

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Medical Health Quality Assurance Unit or designee, shall establish written procedures to ensure that there shall be a medical review of every in-custody inmate death.

- 4.2.15 **Health Policy and Procedures Manual.** Contractor shall maintain all program manuals, policies, procedures, reports and protocols required by Title 15 and the County. Title 15 requires a healthcare procedures manual for each facility which shall be reviewed and updated at least annually.
- 4.2.16 **Health Education.** Contractor's Health Administrator, in cooperation with the Probation facility administrator and the County Public Health Officer or designee, shall develop written policies and procedures to assure that age and sex appropriate health education and disease prevention programs are offered to minors. The education program shall be updated as necessary to address current health priorities and meet the needs of the confined population.
- 4.2.17 **Quality Assurance.** Contractor shall develop and implement an **on-going** quality assurance program that ensures that detainees have access to and are receiving appropriate levels of care. **Contractor shall convene regular (at least quarterly unless waived by the County Medical Health Quality Assurance Unit or designee) quality assurance meetings and shall invite the County Medical Health Quality Assurance Unit or designee to these meetings. At a minimum, the meetings shall address the following issues.**
- 4.2.17.1 The **Quality Assurance** program shall include a fair and impartial grievance process, which has been approved by the County.
- 4.2.17.2 Contractor shall promptly notify the County about all written complaints received within ten (10) working days. Contractor shall research all complaints received and shall prepare a written response for County approval including disposition of complaint.
- 4.2.17.3 Contractor shall cooperate with County, State and other government quality assurance audits.
- 4.2.17.4 Contractor's quality assurance program shall include regular audits of medical records including adequacy of health screening and appraisals, treatment plans, the extent to which physician's and dentist's orders have been carried out, the completeness and legibility of health records, sufficiency and efficacy of pharmaceuticals, appropriate implementation and countersigning of standing orders and daily operational procedures as described in program protocol.
- 4.2.18 **Health Records.** Contractor shall prepare, maintain, transfer and provide County access to all health records for detainees in accordance with Title 15.
- 4.2.18.1 The County, at its option, may take custody of all health records.
- 4.2.19 **Staff Training.** Contractor shall develop and implement a protocol to assure program staff receive all legally or contractually required training.
- 4.2.19.1 A minimum of 12 hours of training is required annually for all full time healthcare providers which shall be documented on the individual's personnel file.
- 4.2.20 **Safety and Security Policies.** Contractor shall comply with Probation's safety and security policies

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such as key control, **medical equipment control and daily inventory of equipment**, lockdown and detainee transport at each facility. The Probation's facility administrator is the final authority regarding facility safety and security.

4.2.21 **Intake Health Screening.** In accordance with Title 15, Contractor shall perform the intake health screening procedure to be conducted at the time of booking or acceptance of each individual into Probation. This procedure shall define the types of apparent health conditions that would preclude acceptance of an individual into a facility without a written medical clearance.

4.2.21.1 At Kearny Mesa Juvenile **Detention Facility and beginning July 1, 2004 at the East Mesa Juvenile Detention Facility** the intake health screening shall be performed in two steps. The Intake, Booking and Release procedure shall determine whether an individual can be accepted at Kearny Mesa Juvenile **Detention Facility** or **East Mesa Juvenile Detention Facility** without posing a health threat to self or others. This determination on acceptability of the detainee is done by Probation staff, excepting cases where the detainee's medical condition is in question. In these cases, Contractor's medical staff perform the initial intake screening. Upon acceptance, the County approved health screening procedure shall be performed by Contractor's medical staff within the required time frame.

4.2.21.2 At Kearny Mesa Juvenile **Detention Facility and beginning July 1, 2004 at East Mesa Juvenile Detention Facility**, the Intake, Booking and Release shall be completed when an individual arrives at the facility and in all cases shall be completed within the first hour of arrival, and the entire screening procedure shall be completed within the first six hours after the appropriate Court clearance paperwork arrives at the facility.

4.2.21.3 For Kearny Mesa Juvenile **Detention Facility and beginning July 1, 2004 at East Mesa Juvenile Detention Facility**, in addition to the intake health screening, Contractor shall perform an initial health appraisal/medical examination that shall be completed within 96 hours of admission to **the juvenile Probation system** and result in a compilation of identified problems to be considered in classification, treatment, and the multi-disciplinary management of the minor while in custody and pre-release planning.

4.2.21.4 Health screening shall address medical, dental and mental health concerns that may pose a threat to the individual or others, as well as serious health conditions that require immediate treatment.

4.2.21.5 For adults, Contractor shall follow approved protocols for Work Furlough.

4.2.21.6 Health evaluation shall include screening for communicable diseases including, but not limited to, tuberculosis and other airborne diseases. Anyone identified with a communicable disease, posing a significant risk to others, shall be separated from the general population. Such condition shall be reported to the County Public Health Officer or designee in accordance with statutory requirements.

4.2.21.7 Contractor shall make timely referral and shall provide care commensurate with the nature of any problems or complaints identified during the screening process.

4.2.21.7.1 Contractor's physician shall perform and provide a written medical clearance

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whenever such clearance is required.

4.2.21.7.2 In cases of medical emergency, Contractor shall develop and implement a protocol for emergency care.

4.2.22 **Detoxification Services.** Contractor shall develop written protocols for detoxification of detainee that shall include conditions necessitating medical supervision, re-evaluation and the immediate transfer of an individual to an appropriate medical facility, if medically indicated. Contractor shall also develop a protocol for intervention with minors withdrawing from chemicals who are detained at Juvenile Hall.

4.2.23 **Sick Call.** In accordance with Title 15, Contractor shall develop and implement a protocol which provides for a daily sick call for all detainees **a minimum of five days per week, Monday through Friday at all facilities.** Provision shall be made to ensure that any detainee requesting medical attention be given such attention by licensed or certified healthcare personnel.

4.2.23.1 Contractor shall assure that all requests it receives for mental health services are documented **and** referred to County Mental Health for followup. Contractor shall not be responsible for providing mental health services excepting the ordering, storage, administration/delivery, **record keeping** and disposal of mental health pharmaceuticals.

4.2.23.1.1 **Contractor shall make mental health referrals if medically indicated.**

4.2.23.2 Contractor shall make provisions for 24-hour per day access for detainees to communicate their need for emergency healthcare services.

4.2.23.3 Contractor shall assure that every juvenile detainee has a documented, face-to-face interview with a licensed or certified healthcare professional at least once every six months.

4.2.24 **Individualized Treatment Plan.** Contractor shall develop and implement a protocol in accordance with Title 15 which assures that a written treatment plan is prepared for all detainees who receive services for medical concerns while in custody.

4.2.24.1 The treatment plan shall include referral for treatment to appropriate resources for ongoing medical needs after release from a Probation facility when recommended by medical staff.

4.2.24.2 Contractor shall assure that any minor who is suspected or confirmed to be developmentally disabled is referred to the Regional Center for the Developmentally Disabled within 24 hours of identification, excluding holidays and weekends.

4.2.24.2.1 Contractor shall not be responsible for costs incurred for detainees accessing services at the Regional Center. Placement at the Regional Center if voluntary and shall require prior parental approval.

4.2.24.2.2 Transportation to the Regional Center shall be in accordance with Probation protocol.

4.2.25 **Pre-natal Care.** Contractor's licensed or certified healthcare personnel shall provide pre-natal and post-natal care for pregnant detainees including medical examinations, labs, sonograms, obstetrical

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deliveries, prenatal vitamins, appropriate activity levels, safety precautions, nutrition, counseling and health education.

4.2.25.1 A pregnancy test shall be performed by Contractor on all females of childbearing age before an immunization is given.

4.2.26 **Transportation of Detainees.** Contractor shall coordinate transportation through Probation. If authorized by Probation, non-emergency transportation will be provided by the Probation Department.

4.3 PROVISION OF MEDICAL SERVICES AT PROBATION DEPARTMENT FACILITIES

4.3.1 The Contractor shall provide services at the following facilities for juveniles:

Kearny Mesa Juvenile **Detention Facility**, (includes Girls Rehabilitation Facility), 2801 Meadowlark Drive, San Diego, CA 92123

East Mesa Juvenile Detention Facility, **446 Alta Road, Suite 6100, San Diego, CA 92158**

Juvenile Ranch Facilities, 957 Forrest Gate Road, Campo, CA 91906

Camp Barrett, 21077 Lyons Valley Road, Alpine, CA 91901

4.3.2 The Contractor shall provide services at the following facility for adults:

Work Furlough (per **approved protocol for adults**), 551 South 35th Street, San Diego, CA 92113

4.3.3 Contractor shall enter into good faith negotiations with the County to provide services at any new or additional facilities operated by the County.

4.3.4 The County reserves the right to change the current configuration of detainees at each facility utilized by Probation.

4.3.5 If the Contractor is found by the County or State to be out of compliance with Title 15 minimum healthcare standards, Contractor shall immediately correct the deficiencies.

4.3.5.1 Contractor must be in compliance with Title 15 within ten (10) working days of notification from the County or State.

4.3.6 Contractor shall develop and implement a protocol to ensure that there are no lapses in required medical coverage including backup for licensed or certified medical staff for vacation, sick leave, holidays, labor actions, disruptions in public transportation (i.e., a disaster plan), unusually heavy caseload demands, or other operational situations.

4.3.6.1 Contractor shall immediately notify the affected facility and the County Medical Health Quality Assurance Unit or designee of any potential disruption in service.

4.3.6.2 **Contractor shall participate in disaster planning training provided by the County.**

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- 4.3.7 Contractor shall provide the County with a standby list of licensed or certified medical staff or services that will be utilized as necessary.

4.4 COMMUNICABLE DISEASE CONTROL (CDC) PROGRAM FOR KEARNY MESA JUVENILE DETENTION FACILITY AND EAST MESA JUVENILE DETENTION FACILITY

- 4.4.1 Contractor shall provide laboratory services. Contractor may elect to subcontract CDC lab services with the County's Public Health Laboratory and shall reimburse the County Public Health Laboratory for all services performed.
- 4.4.1.1 Contractor shall utilize laboratories that conform to all provisions of CCR Title 17, Section 2505 and American Thoracic Society (ATS) and Center for Disease Control and Prevention (CDCP) Guidelines.
- 4.4.2 Contractor shall assure timely identification of conditions necessary to safeguard the health of detainees and promote public health assessment, health education and follow up on health problems.
- 4.4.3 Contractor shall emphasize screening, treatment and education for communicable diseases including, but not limited to, Tuberculosis (TB) and Sexually Transmitted Diseases (STDs).
- 4.4.3.1 Protocols shall be updated as necessary to reflect communicable disease priorities identified by the County.
- 4.4.3.2 Identified cases of communicable disease shall be reported to County STD Control within 72 hours of findings.
- 4.4.3.3 Contractor's physicians and other clinicians are required to report all conditions and diseases in accordance with Title 17, California Code of Regulations Section 2500.
- 4.4.4 Contractor shall recommend for County approval a protocol that screens minors confined for less than 96 hours for STDs and TB. Screening includes:
- 4.4.4.1 Laboratory and diagnostic testing including tuberculosis, pap smears and sexually transmitted diseases.
- 4.4.4.2 Additional testing shall be available as clinically indicated, including, but not limited to pregnancy testing, urinalysis, hemoglobin and hematocrit.
- 4.4.5 Contractor's communicable disease control program shall include procedures, such as referral and follow up of any active cases that persist at the time of release.
- 4.4.6 Contractor shall report to the County, according to protocol approved by County STD Control, all CDC services performed.
- 4.4.7 Contractor shall, at County request, run ad hoc reports on CDC services performed.
- 4.4.8 Contractor shall verify immunizations and within two weeks of health appraisal start a program to bring

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immunizations up-to-date in accordance with County approved public health guidelines.

- 4.4.8.1 A quarterly immunization report is required in compliance with State and Federal immunization administration requirements.

4.4.7 SEXUALLY TRANSMITTED DISEASES (STD)

- 4.4.7.1 Contractor shall provide STD laboratory services **except for intake chlamydia screening for female detainees**. Contractor may elect to subcontract STD lab services with the County's Public Health Laboratory and shall reimburse the County Public Health Laboratory for all services performed.

- 4.4.7.1.1 Contractor shall utilize laboratories that conform to all provisions of CCR Title 17, Section 2505 and Center for Disease Control and Prevention (CDC) Guidelines. In addition, the laboratory must follow the USPHS Region IX Infertility Guidelines and Performance Standards for Chlamydia Testing.

- 4.4.7.2 Contractor shall obtain a urine specimen at intake from all **female** detainees to be used to screen for chlamydia using nucleic acid amplification technology (NAAT) or the most current test approved by the County's STD Control Program. **Contractor shall not be responsible for the lab costs for these routine chlamydia tests for females at intake. Contractor shall work with the County to develop a process to transfer the specimens to the County so that the County can perform the female intake chlamydia lab tests.**

- 4.4.7.2.1 **Contractor shall perform diagnostic chlamydia and gonorrhea testing of symptomatic males.**

- 4.4.7.2.2 Contractor shall administer the most current treatment approved by County STD Control for detainees with a positive chlamydia test. (Approximately 5% chlamydia positive **for overall population.**)

- 4.4.7.2 Contractor shall screen juvenile detainees for gonorrhea, whenever medically indicated, following the County's STD guidelines.

- 4.4.7.4 Contractor shall screen juvenile detainees for syphilis (RPR syphilis serology), Herpes simplex virus (culture), **hepatitis B and C**, and HIV antibody, whenever medically indicated, following the County's STD guidelines.

- 4.4.7.5 Contractor shall offer Hepatitis B vaccination to all detainees within 96 hours of confinement. **Hepatitis B is an STD and minors 12 years of age or older may legally consent to its administration (California Family Code 6926).** The vaccine is available without charge for detainees under 19 years of age from the County Immunization Program. When detainees remain under Probation at other facilities, administration for dose #2 and #3 shall be continued (#2 at one month and #3 at four months). A monthly vaccine usage report is required in compliance with State and Federal correctional health vaccine administration requirements.

- 4.4.7.6 Contractor shall begin treatment approved by the County's STD Control Officer or designee

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for detainees with positive STD test results.

- 4.4.7.7 Contractor shall provide a quarterly report indicating the number of STD tests done, by type and number positive, subdivided by gender and other information for public health assurance within 45 days after the close of the quarter.

4.4.8 TUBERCULOSIS (TB)

- 4.4.8.1 Contractor shall provide TB laboratory services. Contractor may elect to subcontract CDC lab services with the County's Public Health Laboratory and shall reimburse the County Public Health Laboratory for all services performed.

4.4.8.1.1 Contractor shall utilize laboratories that conform to all provisions of CCR Title 17, Section 2505 and American Thoracic Society (ATS) and Center for Disease Control and Prevention (CDCP) Guidelines.

- 4.4.8.2 Contractor shall refer detainees with a positive TB skin test to the County TB Control Program for case management.

- 4.4.8.3 Contractor shall comply with all County and State laws and regulations pertaining to reporting of confirmed and suspected TB cases to the County Public Health Officer. This must include procedures to ensure that known or suspected cases of TB are reported to the County TB Program within one day of identification (CCR Title 17, Section 2500).

- 4.4.8.4 Contractor is required to follow the latest TB diagnostic and treatment guidelines recommended by the American Thoracic Society (ATS), Centers for Disease Control and Prevention (CDCP) and County.

- 4.4.8.5 For detainees up to age 21 years, Contractor shall perform an assessment for risk factors for developing TB and shall provide tuberculin skin testing to comply with current American Academy of Pediatrics (AAP) requirements.

- 4.4.8.6 Contractor shall perform an assessment of risks for developing TB, as part of the initial health screening performed on intake and TB testing shall be offered to all individuals determined to have increased risk.

- 4.4.8.7 Trained personnel shall administer and read Mantoux tuberculin test and record the results in millimeters.

- 4.4.8.8 Contractor's protocol shall assure that Direct Observed Therapy (DOT) is followed.

- 4.4.8.9 **Contractor shall refer active TB cases to UCSD. If County elects to start utilizing negative air pressure cells on-site at Kearny Mesa Juvenile Detention Facility or East Mesa Juvenile Detention Facility, Contractor shall obtain sputum cultures from TB cases at least monthly until culture results are documented to have become negative in accordance with CDCP and ATS guidelines for assessment of treatment response.**

- 4.4.8.10 Contractor shall conduct contact and outbreak investigations potentially involving detainees

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and ensure that all contacts are offered and have access to TB skin tests, evaluation, and treatment, as needed.

4.4.8.10.1 Infectious detainees shall be segregated from general population.

4.4.8.11 Contractor shall make health education resources available to detainees and conduct education efforts regarding TB diagnosis, treatment, prevention and screening.

4.5 DENTAL SERVICES

4.5.1 Contractor shall provide urgent and emergent dental care to juveniles in the custody of Probation.

4.5.1.1 Dental care shall include emergency and restorative dental services that are necessary to alleviate pain, or to diagnose and treat unforeseen conditions which, if not treated, would lead to significant disability or death.

4.5.1.2 Teeth will be pulled only as necessary, and restorative treatment is preferred whenever possible.

4.5.1.2.1 Contractor shall provide dental care services that include fillings (temporary and permanent), extractions, abscess draining, x-rays, and medication to alleviate pain and infection. A pulpal extirpation or root canal therapy with a temporary filling may be warranted when the mouth and gums are healthy, and the integrity of the arch would be compromised if a tooth were extracted.

4.5.1.2.2 Contractor shall provide emergency dental services within 48 hours of notification (weekends and County approved holidays excluded).

4.5.1.2.2.1 Contractor shall include provision for emergency situations that would necessitate more urgent timelines.

4.5.1.2.3 Contractor shall conduct dental clinics **totaling 6 hours weekly at Kearny Mesa Juvenile Detention Facility and 6 hours weekly at East Mesa Juvenile Detention Facility (East Mesa dental services will begin no later than July 1, 2004. Prior to that time, East Mesa Juvenile Detention Facility detainees shall have access to urgent and emergent dental care at Kearny Mesa Juvenile Detention Facility).**

4.5.1.2.3.1 The dental clinics must be held at agreed upon times **at Kearny Mesa Juvenile Detention Facility and East Mesa Juvenile Detention Facility (East Mesa Juvenile Detention Facility dental services will begin no later than July 1, 2004)** between the hours of 8:00 a.m. and 3:00 p.m. to facilitate transportation of detainees.

4.5.1.2.3.2 Contractor shall attempt to schedule visits **within the normal dental clinic hours.**

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4.5.1.2.3.2.1 Contractor shall extend the clinic sessions as needed.

4.5.1.2.3.3 In accordance with Title 15, Contractor shall maintain detainee dental records for all services provided.

4.5.1.2.3.4 Contractor shall provide access to a licensed oral surgeon to be utilized when medically necessary.

4.6 X-RAY SERVICES

4.6.1 Contractor shall develop a plan to provide access to x-ray services for all facilities.

4.6.1.1 Contractor shall provide access to emergent and urgent x-ray services within 24 hours of medical need. All x-rays considered to be routine shall be performed within 72 hours of identified medical need. Contractor shall have an additional 48 hours after the x-rays are taken to finalize the assessment of the x-rays and report findings. (48-hour requirements exclude weekends and County approved holidays)

4.6.1.1.1 Contractor shall include provision for emergency situations that would necessitate more urgent timelines for performing and reading the x-rays.

4.7 CONTRACTOR MANAGEMENT INFORMATION SYSTEM (MIS) DESIGN AND OPERATIONS

Contractor, at Contractor's sole expense, shall develop and maintain a centralized data collection and analysis system that will serve as the basis for program management, program reporting and Contractor compliance to the contract requirements.

4.7.1 The MIS system shall support Contractor's quarterly program-wide reporting requirements and serve as the basis for any ad-hoc reports requested by the County. (See Paragraph 5 for report requirements).

4.8 CONTRACTOR START-UP SERVICES FOR EAST MESA JUVENILE DETENTION FACILITY

4.8.1 Contractor shall develop a plan subject to County approval to assure a smooth transition of services for the East Mesa Juvenile Detention Facility.

4.8.1.1 Contractor's implementation plan shall address the requirement to inventory all new equipment provided by the County (for start-up only) at East Mesa Juvenile Detention Facility.

4.8.1.2 Contractor's implementation plan shall address the need to develop a new set of East Mesa Juvenile Detention Facility policies and procedures in accordance with Title 15. The new policies and procedures shall be completed no later than March 31, 2004.

4.8.2 Contractor's health administrator(s) and/or medical personnel shall meet with the County Public Health Officer or designee as requested during the transition period for East Mesa Juvenile Detention Facility to include East Mesa Juvenile Detention Facility planning meetings prior to the opening

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of the facility.

- 4.8.2.1 Contractor shall make reasonable efforts to remedy any problems/issues identified in the transition meetings in a timely manner.

4.9 CONTRACTOR CLOSE OUT SERVICES

- 4.9.1 When given notice of completion or termination of contract, Contractor shall assure a smooth transition of services to the County or designated successor of this contract. Close out services are included in Contract requirements and include the following tasks:
 - 4.9.1.1 Contractor shall train the successor of this contract in all phases of the operation to limit any disruption of service to the County.
 - 4.9.1.2 Contractor shall prepare a program Resource Library that shall contain operational details and program utilization data and associated costs, including all quarterly report submittals.
- 4.9.2 Contractor's health administrator(s) shall meet with the County and designated successor as requested during the transition period to facilitate a smooth and timely transition.
 - 4.9.2.1 Contractor shall make reasonable efforts to remedy any problems/issues identified in the transition meetings in a timely manner.
- 4.9.3 Contractor shall develop for County approval a plan of action and timeline to complete the transition of all tasks contained in this contract, including but not limited to the following:
 - 4.9.3.1 Transfer of the MIS system including but not limited to hardware, software licenses, data and files.
 - 4.9.3.2 Inventory and turnover of County owned fixed assets and minor equipment.
 - 4.9.3.3 Transfer of program records including manuals, policies, procedures, patient records, active case files and revenue collection documentation.
 - 4.9.3.4 Assignment of any active leases or subcontracts that are assignable and approved by the County for assignment.

4.10 DETAINEE SERVICES NOT REQUIRED

- 4.10.1 Except as specified in this Statement of Work, Contractor shall not be responsible for Mental Health Services or Alcohol and Drug treatment services. See Paragraph 4.1.8.
- 4.10.2 Specifically excluded in this Statement of Work are pharmaceuticals **and other services defined in Paragraph 4.1.8** prescribed by **County's Mental Health professional staff.**

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5. PROGRESS REPORTING

Contractor shall implement the proposed Quality Assurance Management Program to provide scheduled quarterly and ad hoc **quality assurance** meetings with County staff to provide status **updates of the program on a systemwide basis**. Contractor shall provide quarterly and year-to-date results, including statistical data, patient utilization information, and quality **assurance** activities in a format approved by the County. Quarterly reports shall be the basis for the annual report required by Title 15.

5.1 Contractor shall immediately (under one hour) notify the County Medical Health Quality Assurance Unit or designee of any unusual or extraordinary health event at the Probation facilities including but not limited to a detainee death, an accident involving multiple detainees, or any significant event impacting Contractor's staff or the Probation detainees.

5.2 Contractor agrees to meet and confer with the County Medical Health Quality Assurance Unit or designee at least annually regarding the performance of Contractor's medical director and program manager.

FINDING OF ECONOMY AND EFFICIENCY

Group: IHSA
 Department: Public Health Services
 Division: Medical Health Quality Assurance
 Program: Correctional Health
 Vendor: California Forensic Medical Group (CFMG)

Each activity presented to the Chief Administrative Officer for determination of compliance with Charter Section 703.10 and 916 must include a completed copy of this form signed in the name of the appointing authority submitting the information and a recommendation by the Auditor and Controller/Chief Financial Officer.

1. Contract No. 44182 NEW CONTRACT ___ KEEP IN-HOUSE ___ RENEWAL ___ EXT X AMEND X
2. External Provider: California Forensic Medical Group (CFMG) RCA # 1382
3. Description of Service (provided in-house or by contract): Provide Physical Health Services for detainees at various Probation Detention Facilities.
4. Original Contract Price: \$ 13,285,443 through 06/30/03
 Fourth Amendment Price: \$ 14,564,462 through 06/30/06
 Total Contract Price: \$ 27,849,905
 For the purposes of this E&E, the analysis addresses Fourth Amend/Ext in the amount of \$14,564,462.
5. Source of Funds: Health Realignment, General Fund, Public Safety Group
5. Is it more economical and efficient to contract? Yes. Projected County costs exceed projected contract costs.

Name of Dept. Rep: Dennis Rosche
 Telephone No: 619-641-5013

Mail Station: P508

[Signature]
 Group Department Manager Signature (or Designee) Date: 6/25/03

CHIEF FINANCIAL OFFICER RECOMMENDATION

Approve: ☒ Disapprove: ___

Comments: ___

[Signature]
 Chief Financial Officer Signature Date: 6-30-03

** Dept Rep shall be sufficiently knowledgeable about the contract services to answer questions which may come up during the CAO Review

[Signature]
 Chief Administrative Officer Signature Date: 6/25/03

[Signature]
 Purchasing and Contracting Director Signature Date: 7/1/2003

Dept E&E Coordinator:	Elena Pascual	619-515-6575
Prepared By:	Dennis Rosche	619-641-5013
RCA Analyst:	Inda Nadalel	619-531-5336
RCA Mgmt:	Suzanne Haynes-Pitts	619-531-5336

ECONOMY AND EFFICIENCY SUMMARY

Group: HHSA
 Division: Public Health Services
 Program: Medical Health Quality Assurance
 Vendor: Correctional Health
 California Forensic Medical Group (CFMG)

	Avoidable or Newly Incurred Costs of Service Provided by County						Total
	FY 03/04 (12 mths)* Year 1	FY 04/05 (12 mths)* Year 2	FY 05/06 (12 mths)* Year 3	FY 06/07 0 Year 4	FY 07/08 0 Year 5	FY 08/09 0 Year 6	
Direct Costs							
Staffing	3,206,232	3,459,924	3,734,891				\$ 10,400,846
Services and Supplies	2,672,573	2,672,573	2,672,573				\$ 8,017,719
Other Direct Costs							\$ -
Indirect Costs							
Indirect Program Support							\$ -
Division Overhead							\$ -
Department Overhead							\$ -
Other Costs							\$ -
Startup/One-Time							\$ -
Revenue Changes							\$ -
Total	\$ 5,878,805	\$ 6,132,497	\$ 6,407,264	\$ -	\$ -	\$ -	\$ 18,418,565

	Cost of Service Provided by Contract						Total
	FY 03/04 (12 mths)* Year 1	FY 04/05 (12 mths)* Year 2	FY 05/06 (12 mths)* Year 3	FY 06/07 0 Year 4	FY 07/08 0 Year 5	FY 08/09 0 Year 6	
Total Contract Price	3,990,314	5,175,792	5,398,356				\$ 14,564,462
County-Related Costs							
Contract administration 6%	239,419	310,548	323,901				\$ 873,868
Transportation							\$ -
Consulting fees							\$ -
Standby equipment							\$ -
County-furnished property							\$ -
Employee relocation							\$ -
Purchase or sale of assets							\$ -
Contract cancellation/expiration							\$ -
Start-up/one-time costs							\$ -
Other							\$ -
Other Costs							
Inflation (if applicable)							\$ -
Revenue Changes							\$ -
Total Cost to Contract Out:	\$ 4,229,733	\$ 5,486,340	\$ 5,722,257	\$ -	\$ -	\$ -	\$ 15,438,330
PROJECTED SAVINGS (LOSS); BY CONTRACTING OUT:	\$ 1,649,072	\$ 646,157	\$ 685,007	\$ -	\$ -	\$ -	\$ 2,980,236

*Indicate partial years in months.

DEFINITION OF SCOPE/FUNCTION/ACTIVITY

Group: HHSA
 Department: Public Health Services
 Division: Medical Health Quality Assurance
 Program: Correctional Health
 Vendor: California Forensic Medical Group (CFMG)

Define Scope/Function/Activity	
Provide Physical Health Services to detainees at various Probation Department detention facilities.	
Service Volume Data	
Provide medical care to all Juvenile Probation facilities per Title 15 guidelines for juvenile detention facilities.	
<i>What is the measurable output for this function/activity?</i>	Provide quality, cost effective medical services to all juveniles in custody of the Probation Department including, Tuberculosis laboratory services, Sexually Transmitted Disease laboratory services, urgent and emergent dental care, and provide access to x-ray services.
<i>What is the yearly volume in terms of measurable output?</i>	Medical Care for up to 9,000 juveniles annually at all Probation facilities
Other Relevant Factors	
N/A	

PROPOSED COUNTY STAFFING PLAN BASED ON FY 02/03

Group: HHSA
 Department: Public Health Services
 Division: Medical Health Quality Assurance
 Program: Correctional Health
 Vendor: California Forensic Medical Group (CFMG)

Ref #	Class #	Proposed County Classifications (Generally assume stand-alone organization and estimate salaries at Step 3.)	FTE	Position Salary (02-03)	Position Benefits	Position S&B	Total Annual S&B	**
Program Services Positions:								
1	2387	Quality Assurance Specialist	1.00	\$ 61,922	\$ 30,961	\$ 92,882	\$ 92,882	
2	4193	Physicians	2.00	\$ 83,782	\$ 41,891	\$ 125,673	\$ 251,346	
3	4519	Physicians Assistant	2.00	\$ 62,192	\$ 31,096	\$ 93,288	\$ 186,576	
4	4539	Staff Nurse I	2.80	\$ 42,973	\$ 21,487	\$ 64,460	\$ 180,487	
5	4538	Staff Nurse II	10.50	\$ 48,381	\$ 24,191	\$ 72,572	\$ 762,001	
6	4170	Dentist	0.50	\$ 68,848	\$ 34,424	\$ 103,272	\$ 51,636	
7	4615	Nurses Assistant	0.50	\$ 24,128	\$ 12,064	\$ 36,192	\$ 18,096	
8	4536	Head Staff Nurse	2.00	\$ 54,350	\$ 27,175	\$ 81,525	\$ 163,050	
9	4625	LVN	19.00	\$ 28,662	\$ 14,331	\$ 42,993	\$ 816,867	
10	2700	ICT	6.00	\$ 24,960	\$ 12,480	\$ 37,440	\$ 224,640	
11	4150	Chief Correctional Health Services	1.00	\$ 62,026	\$ 31,013	\$ 93,038	\$ 93,038	
12	3046	Medical Records Clerk	3.00	\$ 25,688	\$ 12,844	\$ 38,532	\$ 115,596	
TOTAL ANNUAL STAFFING COST			50.3				\$ 2,956,215	1

13	N/A	Nursing Detention Facility and Remote Assignment					\$ 132,390	2
14	N/A	Medical and Detention Facility Assignment					\$ 4,472	3
15	N/A	Shift Differential					\$ 15,600	4

Standard Benefit Rate: 50.0%

PROPOSED COUNTY STAFFING PLAN BASED ON FY 02/03

Group: HHSA
 Department: Public Health Services
 Division: Medical Health Quality Assurance
 Program: Correctional Health
 Vendor: California Forensic Medical Group (CFMG)

STAFFING ASSUMPTIONS:

Ref #	
1	Salaries are at Step 3, FY 02/03.
2	Provides Quality Assurance monitoring for clinic practices, investigates incidents/grievances in facilities
3	Provide medical care for detainees at 4 sites countywide and oversight of medical staff
4	Assist Physician, provides medical treatment for detainees under physicians direction
5	Nursing care for juvenile detainees, assists Staff Nurse II
6	Nursing care for Juvenile Detainees: The Charge Nurse/RN on the contractor's staffing plan = the Staff Nurse II. The staffing plan shows 10.15 FTE's. The numbers for each shift/location are 1.4 FTE and were rounded up to 1.5 FTE. $1.5 \times 4 = 6.0 + 4.5$ at the camps = 10.5 FTE
7	Provides dental care for juvenile detainees
8	Assists nursing staff with juvenile detainees
9	Provides overall supervision of all nursing staff
10	Assist with sick call, pass meds. The LVN's by rounding up the FTE's on the contractor's staffing plan total 17.5 FTE's, an additional 1.4 LVN's were agreed to by the contractor in late negotiations and were not included in his original estimate. By rounding the additional 1.4 FTE to 1.5 FTE the new total is 19.0 FTE
11	Clerical support for unit. The staffing plan shows 5.6 clerks, this was rounded up to 6.0 FTE
12	Program manager responsible for all on - site services. Title 15 requires a health administrator responsible for all Probation sites
13	Responsible for maintenance of medical records at various facilities
14	Per Compensation Ordinance Section 1.8.6 10% for Staff Nurse I & II, Head Staff Nurse and LVN's. $\$1,275,870.50 \times .10 = \$127,587$
15	Per Compensation Ordinance Section 1.8.3, \$.25/hr for Class 2700 & 3046. $8.6 \text{ FTE} \times 2080 \text{ hrs} = 17,888 \text{ hrs} \times .25 = \$4,472$
	Shift Differential (Staff Nurse II) $6 \text{ FTE} \times 2080 \text{ Hrs/yr} = 12,480 \times \$1.25 = \$15,600$
**	Links to respective reference number on Direct Cost Rollup.

SERVICES and SUPPLIES AND FIXED ASSETS

Group: IHSA
 Department: Public Health Services
 Division: Medical Health Quality Assurance
 Program: Correctional Health
 Vendor: California Forensic Medical Group (CFMG)

Ref #	Explain Assumptions where indicated below.			**
1	Enter A&C Approved Annual Basic S&S per FTE	\$	1,056	
	Enter FTEs requiring Basic Office Services and Supplies		50	
TOTAL BASIC ANNUAL ONGOING SERVICES AND SUPPLIES PER FTES				\$ 52,800 6

Ref #	Explain Assumptions where indicated on sheet below.			**
2	Temporary Contract Help			
3	Medical, Hospitalization, Lab, Specialists, Clinic appts., Pregnancy, & Chlamydia testing	\$	399,526	
4	Pharmacy	\$	1,724,387	
5	Medical & Dental Supplies	\$	115,507	
6	Dental Visits	\$	196,320	
7	X-Rays	\$	129,841	
TOTAL OTHER ANNUAL ONGOING S&S				\$ 57,428 7
TOTAL BASIC ANNUAL ONGOING SERVICES AND SUPPLIES PER FTE				\$ 2,623,010 7

Ref #	Explain Assumptions where indicated on sheet below.			**
ANNUAL ONGOING EMPLOYEE MILEAGE AND TRAINING (S&S)				
EMPLOYEE AUTO (FY02 \$.345 MILE)				
8	Enter number of FTEs requiring personal mileage reimbursement	\$	0.345	10,764
	Enter approximate number of annual miles per FTE.		6	
	Enter ongoing training if applicable per the contract. One-time training should be completed below.		5200	
TOTAL ANNUAL ONGOING EMPLOYEE MILEAGE REIMBURSEMENT (S&S)				\$ 10,764 9

Group: HHSA
 Department: Public Health Services
 Division: Medical Health Quality Assurance
 Program: Correctional Health
 Vendor: California Forensic Medical Group (CFMG)

ASSUMPTIONS	
Ref #	Explanation:
1	Basic S&S costs must be A&C approved and on record in the RCA Division. For HHSA, typical office type S&S cost per FTE is \$1,056.
2	Based on 16% of costs to cover sick/vacation leave on a per diem basis for nursing staff. The clinic is a 24/7 facility and staff who are absent must be replaced to meet Title 15 standards. The Sheriff has a vacancy rate of approx 16% for nurses at their facility and per diem rates are \$35-\$50/hr. 34.10 FTE X 16% = 5.46 FTE X 2080 hrs/yr = 11,357 hrs X \$35/hr = \$397,495 annually. Sheriff's department uses approximately 16% for budgeting purposes per Bruce Leicht Asst. Medical Services Administrator.
3	Based on 42% (50% staff costs, 8% other overheads) of CFMG contract cost for 2002-03. \$3,050,424 X .42 = \$1,281,178 divided by 714 (rated capacity) = \$1794.36 per ward X 961 (new total capacity to include East Mesa) = \$1,724,678.
4	Annualized cost of Pharmacy Requisitions. County Pharmacy costs for FY 97-98 = \$151,724 for 7,000 admissions = \$24.38 per admission under managed competition, times X 9,000 (FY 02-03 admissions) adjusted for inflation from 1998-2002 (US Dept of Labor stats attached).
5	Annualized cost of Medical and Dental Supplies. Source is County estimate of supplies required to stock the new clinic at East Mesa multiplied by two to include costs of restocking Juvenile Hall clinic if contractor were replaced. See List below. \$8,180 X 2 = 16,360 X 12 months = \$196,320
6	Annualized cost of dental procedures & oral surgery. Source is average County cost per visit for FY 97-98 used for managed competition adjusted for inflation in medical care index from 1998-2002, multiplied by number of visits for current year (US Dept of Labor stats attached). Current year average # visits = 924 X base year cost per visit \$116 adjusted for inflation.
7	Annualized cost of X-Rays (1,172 CFMG average 2002-03). Average County Sheriff Dept contract cost for X-Rays of \$49 each per Joe Abellar Medical Services Administration.
8	Mileage for Administrative staff, physicians, physicians assistant & nursing director to travel to various facilities. Approximate distances one way: from Juvenile Hall to East Mesa 35 mi; to Camp Barrett 30 mi, to Rancho del Campo 60 mi. 100 miles per week per FTE average travel estimate.
**	Links to respective reference number on Direct Cost Rollup

Group: HHS
 Department: Public Health Services
 Division: Medical Health Quality Assurance
 Program: Correctional Health
 Vendor: California Forensic Medical Group (CFMG)

QUANTITY	DISPOSABLE SUPPLIES TO REORDER	MFG.	COST	TOTAL
10	Boxes of small disposable gloves		7.84	78.40
10	Boxes of medium disposable gloves		7.84	78.40
10	Boxes of large disposable gloves		7.84	78.40
20	Disposable suture removal kits		1.55	31.00
8	Boxes telfa pads		6.50	52.00
4	Boxes non-sterile pads		5.60	22.40
2	Boxes elastic bandages (3")		2.26	4.52
30	Pieces of culturettes		2.00	60.00
2	Boxes surgical face masks		5.65	11.30
500	Sterile urine bottles		1.29	645.00
2	100-Boxes red biohazard plastic bags		11.64	23.28
8	Stethoscopes		8.18	65.44
3	Kidney basins (disposable)		2.15	6.45
4	Boxes of Syringe G27		7.82	31.28
2	Boxes of 3ccs Syringe G23		11.59	23.18
2	Boxes of 5ccs Syringe G23		15.10	30.20
3	Plastic basins for soaks		0.63	1.89
50	100 pleated water cups 3 1/2 oz.		0.96	48.00
10	200 plastic medicine cups 1 oz.		2.42	24.20
10	200 Disposable ear speculums		19.50	195.00
4	Boxes EKG sensors		80.00	320.00
4	Boxes EKG recording paper		17.13	68.52
4	Bags of small disposable vaginal speculums		37.00	148.00
2	Bags of medium disposable vaginal speculums		37.00	74.00
20	Disposable exam table paper rolls, crepe		1.29	25.80
30	Boxes facial tissues		1.16	34.80
10	Boxes probe covers for thermometers		31.06	310.60
20	Pieces surgical tapes		1.10	22.00
20	Boxes of small Band-Aids		0.97	19.40
20	Boxes of large Band-Aids		2.26	45.20
20	Boxes alcohol preps		1.35	27.00
4	Boxes tongue depressors		4.16	16.64
2	Boxes sterile eye pads		9.54	19.08

Group: HHSA
 Department: Public Health Services
 Division: Medical Health Quality Assurance
 Program: Correctional Health
 Vendor: California Forensic Medical Group (CFMG)

20	Bottles antiseptic gels		\$	1.20	\$	24.00
10	Bottles of betadine solution		\$	1.35	\$	13.50
20	Medium arm slings		\$	4.98	\$	99.60
20	Large arm slings		\$	12.11	\$	242.20
10	Pairs of crutches (different sizes)		\$	25.00	\$	250.00
4	Cervical collars		\$	9.00	\$	36.00
20	Elastic wrists (medium and large)		\$	10.00	\$	200.00
20	Knee supports (medium and large)		\$	15.00	\$	300.00
2	Boxes tipped OB/Gyne applicators		\$	2.04	\$	4.08
2	Boxes of each - Q tip applicators, 3" and 6"		\$	4.07	\$	8.14
500	Charts		\$	2.49	\$	1,245.00
10	Boxes Dividers (50 per box)		\$	28.70	\$	287.00
40	Packs of 3" post-it's		\$	1.27	\$	50.80
40	Packs of 1 1/2 x 2" post-it's		\$	0.55	\$	22.00
20	Boxes of transparent scotch tape		\$	1.84	\$	36.80
20	Bottles of white out		\$	2.09	\$	41.80
10	Highlighters (pink and yellow)		\$	1.96	\$	19.60
10	3M desk office cleanser		\$	4.87	\$	48.70
20	Boxes of black pens		\$	3.60	\$	72.00
10	Boxes of red pens		\$	3.60	\$	36.00
4	Boxes of pencils		\$	1.98	\$	7.92
10	Boxes of paper clips (small and large)		\$	0.90	\$	9.00
8	Staple removers		\$	1.10	\$	8.80
10	Flashlights w/ batteries		\$	4.36	\$	43.60
10	Batteries for otoscopes		\$	12.50	\$	125.00
4	Batteries for diabetic machines		\$	8.50	\$	34.00
10	Boxes of letter bond paper		\$	78.50	\$	785.00
10	Boxes of legal bond paper		\$	105.50	\$	1,055.00
100	Folders		\$	0.80	\$	80.00
10	Hole punchers		\$	15.00	\$	150.00
30	Memo pads		\$	0.90	\$	27.00
6	Boxes rubber bands		\$	4.39	\$	26.34
2	Pairs of scissors		\$	12.50	\$	25.00
2	Boxes of white envelopes for mailing		\$	33.20	\$	66.40
2	Pencil sharpeners		\$	28.95	\$	57.90
SUBTOTAL					\$	3,179.56

Group: HHS
 Department: Public Health Services
 Division: Medical Health Quality Assurance
 Program: Correctional Health
 Vendor: California Forensic Medical Group (CFMG)

12 Months Percent Change

Series Id: CUURA421SAM, CUUSA421SAM

Not Seasonally Adjusted

Area: Los Angeles-Riverside-Orange County, CA

Item: Medical care

Base Period: 1992-94=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	Pharmacy	Dental
1997	2.4	2.3	1.8	1.2	1.2	0.9	1.1	1.2	1.1	1.1	1.2	1.2	1	1.4%	
1998	0.6	1.3	1.1	1.2	1.6	2.4	2.4	2.7	2.4	2.5	2.3	3.6	3.6	\$ 95,351	\$ 107,184
1999	3.5	3.2	3.2	4.6	4.1	3.2	3	2.7	3.5	3.1	2.5	2.9	2.9	\$ 97,250	\$ 109,328
2000	3.5	3.4	3.3	4.9	3.1	3.3	3.3	3.1	3.3	3.4	3.3	2.8	2.8	\$ 100,408	\$ 112,935
2001	3.2	3.8	4.4	4.8	4.3	4.6	4.4	6.7	6.6	7.1	6.9	6.9	6.9	\$ 103,582	\$ 116,436
2002	7.6	6.8	6.5	7.6	7.2	7.2	7.2	4.5	4.5	4.4	4.3	4.3	4.3	\$ 106,072	\$ 122,000
2003	2.8	2.9	3.2	1.5	1.7									\$ 115,507	\$ 129,841

Series Id: CUURA421SAM, CUUSA421SAM

Not Seasonally Adjusted

Area: Los Angeles-Riverside-Orange County, CA

Item: Medical care

Base Period: 1992-94=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HAE
1997	231.7	231.8	231.9	231.5	231.2	231.4	232	232	231.9	232.4	232.9	232.7	232.7	232
1998	233.4	234.9	234.4	234.3	234.8	236.9	237.6	238.3	237.5	238.1	239.8	241	241	236.7
1999	241.2	242.4	241.9	245.1	244.5	244.4	244.7	244.8	245.6	245.5	245.9	248.1	244.5	244.5
2000	249.7	250.6	249.8	249.8	252.2	252.4	252.7	252.4	253.8	253.8	254	255.1	252.2	252.2
2001	257.7	260.2	260.7	261.9	263.1	264.1	263.8	269.3	270.6	271.7	271.5	272.7	265.6	265.6
2002	277.9	277.9	277.6	281.7	282.2	282.5	282.7	281.4	281.5	282.6	283.1	284	281.2	281.2
2003	285.1	286	286.4	285.9	286.9									

COUNTY NEGOTIATION MEMORANDUM

(NOT REQUIRED FOR UNILATERAL AMENDMENTS)

COUNTY CONTRACT NUMBER: 44182

AMENDMENT NUMBER: 5

PO numbers:

1. **NEGOTIATION ISSUES:** x Dollars x Programmatic

DATE: December 15, 2003

2. DEPARTMENT/DIVISION & CONTACT

Requesting Organization (Department, Division, et cetera):

HHSa-OPH

Name: Carmel Angelo

Title: Assistant Deputy Director

Mail Stop: P 511E

E-Mail: Carmel.Angelo

Phone: (619) 515-4255

Fax: (619) 515-6527

3. CONTRACTOR

Name: California Forensic Medical Group, Inc.

Address: Cannery Row Park Plaza, 300 Foam Street, Suite B

City: Monterey

State: CA Zip: 93940

Name of Contact/Representative

authorized to sign Contract:

Dan Hustedt

Title: Vice President, Finance

Phone: (831) 649-8994

Fax: (831) 649-8286

E-Mail: Dan@cfmg.com

4. DESCRIPTION

Project/Program Title: Correctional Facilities Medical Services Program

Brief description of services

to be provided: Title 15 required medical services at County Probation facilities.

5. CONTRACT TERM AND DOLLAR AMOUNT

	Contract Term	Current Contract Amount	Amendment Amount	New Total If Amended
Total Prior Years Not Covered by E&E	1-21-99/8-31-03			
Initial Contract Term Covered by E&E	7-1-03/6-30-06	\$27,849,905	(\$212,834)	\$27,637,071
Option Year One		\$ 0	\$ 0	\$ 0
Option Year Two		\$ 0	\$ 0	\$ 0
Option Year Three		\$ 0	\$ 0	\$ 0
Additional Option Years		\$ 0	\$ 0	\$ 0
Total		\$27,849,905	(\$212,834)	\$27,637,071

Is the Term being amended: Yes? x No? ☐ If yes, what is the new end date? **June 30, 2006**

6. FINDING OF ECONOMY AND EFFICIENCY (E&E)

Do County Charter Sections 703.10 or 916 apply to this contract?

☐ **No** Attach a statement (written or e-mail) from County Counsel that confirms an E&E is not required for this contract.

x **Yes** 1) New Contract – Attach the approved E&E (original) or

2) Contract Amendment – Attach a copy of the most recent approved E&E (Factual, Categorical, or the 1st page (approval), 2^d page (showing County costs) & summary pages from a multiple page E&E), the Factual E&E (original) or the approved amended E&E (original).

a.) If a Categorical E&E was used, indicate the type of Categorical E&E:

☐ CF 11/7/02 Min 1 year under 50K: Intermittent services, term of at least one-year, price of \$50,000 or less for the entire contract term

☐ CF 11/7/02 Temp Services LT 90 days: Temporary services with one contractor, lasting no more than 90 consecutive days in any one-year period

☐ CF 11/7/02 Short Term Grants: Grants of a limited duration, for services to be performed within a limited amount of time, not on-going services

b.) Does another County department provide these services? Yes? ☐ No? x If yes who?

c.) Were they notified of this procurement? N/A

When?

Did they have the capacity and were they interested in performing these services?

d.) Projected **County** Costs \$18,418,565 (from the most current E&E)

e.) Projected **Contract** Costs \$15,225,496 (from last column in #6, less total prior year costs not covered by E&E in the first row)

f.) **Contract Savings** \$4,377,021

COUNTY NEGOTIATION MEMORANDUM

COUNTY CONTRACT NUMBER: 44182

AMENDMENT NUMBER: 5

7. FAIR AND REASONABLE PRICE

How did negotiator determine that the price the County will pay is fair and reasonable or that the rates or other pricing that will be paid are fair, reasonable and allowable by the terms of the contract? Savings were calculated based on the same cost figures contained within the contract by eliminating East Mesa services for the months of January 2004 and February 2004. Reducing these costs produce a County savings of \$212,834.

Note 1. Fair and reasonable may be determined by independent County estimate, cost data received from contractor, technical evaluation, contract audit, comparison of specific cost elements of other contracts, or other valid basis.

Note 2. Fair and reasonable price places as much cost responsibility on contractor as is practical and provides the contractor with maximum incentive for efficient and economical performance.

8. TYPE OF CONTRACT

- ☒ Community Service (service to clients) ☐ Direct Service (service to County)
☒ Fixed Price ☐ Cost Reimbursement
☐ Other (identify): _____

9. IF CONTRACT IS OTHER THAN FIXED PRICE

- ☐ Department has verified that Contractor has an accounting system suitable to identify and segregate costs
☐ Contract allows County, State or Federal access to such accounting records
☐ Other (Identify): _____
☐ Describe guidelines for allowable costs to be reimbursed to Contractor: _____

10. CONTRACTOR IS

- ☐ Not-for-Profit ☐ Proof of status was verified.
☒ For Profit
☐ Disabled Veteran Business Enterprise ☐ Certification is on-file and is current
☐ Other (identify): _____

11. EXCLUSION AND DEBARMENT

- ☒ Provider is not a debarred agency
☒ Provider does not currently employ (or use as volunteers/board members etc) excluded parties
☐ New Contract, documentation attached
☐ Amendment, documentation in contract file

12. PROFESSIONAL LICENSE CHECKS

- ☒ All required employees (volunteers, board members etc) possess valid and current professional licenses
☐ New Contract; documentation pending
☐ Documentation in contract file

13. NEGOTIATION PLANNING (Brief review of method used in preparation of contract and negotiation planning)

- ☒ Prior performance acceptable
☐ Conforms with (Plan for type of service and dollar value): _____
☐ Contractor's prospective ability to provide these services
☐ Other (identify): _____

14. GOALS AND OBJECTIVES ESTABLISHED FOR THE NEGOTIATION

- ☒ Contract price within dollars available
☐ Quantity and quality of services (outcomes)
☐ Other (identify): _____

15. GOALS AND OBJECTIVES WERE ACHIEVED

If not, explain how negotiation results differed: _____

16. RESPONSIVENESS AND RESPONSIBILITY

How did negotiator determine responsiveness and responsibility, including financial resources, ability to deliver, record of performance, integrity, organization, experience, technical competence and other factors? CFMG has been an

COUNTY NEGOTIATION MEMORANDUM

COUNTY CONTRACT NUMBER: 44182

AMENDMENT NUMBER: 5

exemplary contractor since 1999.

17. NEGOTIATION MEETINGS (Parties present for negotiation meeting(s) or attach copies if done by mail)

Date	Name	Representing
Various during Nov and Dec 03.	Dan Hustedt	CFMG
	Gary Wells	County of San Diego

18. AUTHORIZATION

a.) Board Authority: Date(s) and Minute Order(s): 6-10-03 (6)

Attach all pertinent Minute Orders or Board Letters for the requested contract or amendment that demonstrate to the Contracting officer that the authority exists to complete the contract action.

b.) Sole Source Authorization: Date: _____, Number: _____, Attach sole source documentation and approval.

c.) Board Policy A-87 Exemption:

- ☐ Utility Services
- ☐ Educational Services (A Non-Profit Providing Only Training Services)
- ☐ Public Domain (Government Entity)
- ☐ Standard Commercial Software Packages
- ☐ Equipment Maintenance Services
- ☐ Computer Software, Software Licenses & Operating System Maintenance Services
- ☐ Disabled Veteran Business Enterprise (DVBE) owned firm

d.) Competitive Process Completed? ☐ Yes ☒ No Amends existing contract

If yes, identify the solicitation number: _____ and PCO: _____

19. ADDITIONAL INFORMATION

Provide any additional information, which will allow the Contracting office to obtain all signatures and complete the contract action: _____

CERTIFICATIONS

1. Negotiation Memorandum is accurate and complete:

2. Reviewed and Approved
(if required by the Requesting Organization)

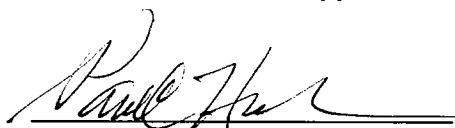
 12-16-03
Negotiation Team Leader Signature Date

 12-18-03
Contracts Manager Signature Date

3. Recommend Adopting the Negotiation Memorandum
as Determination and Findings to Support Contract
Award:

4. Approved:

PCO's Signature Date

 12/29/03
WINSTON F. MCCOLL, Director Date
Department of Purchasing and Contracting

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, MARCH 3, 1998

MINUTE ORDER NO. 16

SUBJECT: Correctional Facilities Medical Services Managed Competition
(Supv. Dist: All)

OVERVIEW:

The Health and Human Services Agency, Correctional Facilities Medical Services Program provides mandated health care to juvenile detainees and adult inmates in the custody of the Probation Department, in accordance with Title 15 of the California Code of Regulations. These services are provided by County staff.

On January 13, 1998 (2), the Board approved the Business Plan for the Health and Human Services Agency, which includes the use of managed competition as appropriate to ensure cost effective, efficient and quality services. Today's action requests authority to issue a Request For Proposals (RFP) to initiate the managed competition process for Correctional Facilities Medical Services.

FISCAL IMPACT:

The Fiscal Year 1997-98 adopted budget for the Correctional Facilities Medical Services program is \$2,765,040 supported by \$2,481,829 revenues and budgeted net County cost of \$283,211. In addition, funding for inpatient, outpatient specialty, dental and emergency services are budgeted as part of the Fourth Operating Agreement. Including this funding, total budgeted costs are \$3,264,126. If approved, this request will result in no change to current or subsequent year budgeted cost or revenue in the Health and Human Services Agency or Probation Department.

Actual costs for the Correction Facilities Medical Services Program in Fiscal Year 1996-97 were \$544,332 over budget. In the current year, efficiency measures have reduced the projected deficit to \$435,000. Historically, these over-expenditures have been offset by savings in other programs. One goal of the managed competition of this program is to eliminate these deficits.

RECOMMENDATION:

CHIEF ADMINISTRATIVE OFFICER:

1. Authorize the Purchasing and Contracting Director, in accordance with Article XII.b, Section 398.17.1(a) of the County Administrative Code, to issue a RFP and negotiate and award a contract(s) to the selected proposer(s) to acquire health services for Probation Department Correctional Facilities or cancel the solicitation and retain the service performed by County staff, subject to the approval of the Directors of the Health and Human Services Agency and Probation Department, for the period September 1, 1998 through August 31, 2003. Authorize the Purchasing and Contracting Director to amend any awarded contract(s) as approved by the Directors of the Health and Human Services Agency and Probation Department.

2. In accordance with Board Policy B-63, Competitive Determination of Optimum Service Delivery Method, authorize the Health and Human Services Agency, Community Health Services to submit a proposal in response to the RFP to provide health services for Probation Department Correctional Facilities.

ACTION:

ON MOTION of Supervisor Jacob, seconded by Supervisor Slater, the Board of Supervisors took action as recommended.

AYES: Cox, Jacob, Slater, Roberts, Horn

State of California)
County of San Diego)ss

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By Marion Egan
Marion Egan, Deputy



This is a true certified copy of the original document on file or of record in my office. It bears the seal of the County of San Diego and signature of the Clerk of the Board of Supervisors, imprinted in purple ink.

Thomas J. Pastuszka
Clerk of the Board, San Diego County, California

Spencer Thomas
Spencer Thomas





COUNTY OF SAN DIEGO

AGENDA ITEM

BOARD OF SUPERVISORS

GREG COX
First District

DIANNE JACOB
Second District

PAM SLATER
Third District

RON ROBERTS
Fourth District

BILL HORN
Fifth District

6

DATE: June 10, 2003

TO: Board of Supervisors

SUBJECT: PROVISION OF PHYSICAL HEALTH SERVICES AT PROBATION FACILITIES (District: All)

SUMMARY:

Overview

On May 21, 2002 (5), the Board of Supervisors approved a grant agreement with the State of California for construction of a new Juvenile Detention Facility at East Mesa. Today's item requests Board authorization for the Purchasing and Contracting Director to enter into negotiations to amend the current contract with California Forensic Medical Group (CFMG) to add the new East Mesa Juvenile Detention Facility site to its contract. CFMG provides health services at the other existing Probation Department facilities as a result of a competitive process. The recommendation authorizes the services through June 30, 2006, plus an additional six months if needed. All health services for the facilities are to be provided in accordance with Title 15, California Code of Regulations, Minimum Standards for Juvenile Facilities and California Medical Association Institute for Medical Quality Standards for Juvenile Facilities.

Recommendation(s)

CHIEF ADMINISTRATIVE OFFICER

1. In accordance with Board Policy A-87, Competitive Procurement, approve and authorize the Director, Department of Purchasing and Contracting, to enter into negotiations with California Forensic Medical Group to add East Mesa Juvenile Detention Facility services and subject to successful negotiations extend the existing contract # 44182 through June 30, 2006 and up to an additional six months if needed, and to amend the contract as needed to reflect changes to services and funding, subject to approval of the Director of the Health and Human Services Agency. Waive the advertising requirement of A-87.

Fiscal Impact

Funds for this request are included in the Fiscal Year 2003-04 Operational Plan for the Health and Human Services Agency. If approved, this request will result in FY 03-04 costs up to \$4,017,714 and revenue of \$2,642,703 and subsequent year costs up to \$5,203,193 and revenue of \$2,642,703. The funding sources are Health Realignment and County General Purpose Revenue. The State budget crisis is not anticipated to

SUBJECT: PROVISION OF PHYSICAL HEALTH SERVICES AT PROBATION FACILITIES (District: All)

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impact the opening of the East Mesa facility. There will be no additional staff years as a result of this request.

Business Impact Statement
N/A

Advisory Board Statement

The Health Services Advisory Board will be briefed on this project at their June 2003 meeting. If their action is other than to support the recommendation, the Board will be notified.

BACKGROUND:

In response to Juvenile Hall overcrowding and aging of the existing facility, the Board of Supervisors authorized the Chief Probation Officer to submit a grant proposal to the State Board of Corrections to build a new Juvenile Hall. A grant in excess of \$36 million was awarded, and the new East Mesa Juvenile Detention Facility is scheduled to open in February 2004.

Title 15 of the California Code of Regulations governs the requirements for the provision of health services in correctional facilities. CFMG currently provides the required medical services to juveniles in custody at Kearny Mesa Juvenile Hall/Girls Rehabilitation Facility, Juvenile Ranch Facility, Camp Barrett and adults at the Work Furlough program. Today's request will authorize Purchasing and Contracting to negotiate an expansion of the CFMG contract to include the new East Mesa Juvenile Detention Facility. The services at East Mesa will include physical health services that meet the requirements of Title 15 and the California Medical Association's Institute for Medical Quality Standards for Correctional Facilities.

The current model of providing physical health services through a contractor on a systemwide basis has proven to be cost effective and efficient. Utilizing one contractor for all Probation facilities helps to assure that services are provided consistently throughout the system. Consistency and continuity of healthcare are important attributes to assure that appropriate services are provided to youths wherever they are located within the system. Contracting with one healthcare provider has the following advantages:

- provides one contracted medical authority for all Probation facilities;
- maximizes the efficient utilization of healthcare staff;
- minimizes administrative overhead;
- facilitates the transfer and follow-up on treatment plans;
- allows proper maintenance of medical records; and
- streamlines the flow of information.

Demonstrating the effectiveness of the health program at Probation facilities, the County recently received re-accreditation from the California Medical Association (CMA) for the services provided at Juvenile Hall. The original CMA accreditation occurred within one year of contracting the physical health program to CFMG, which was a major accomplishment attained

SUBJECT: PROVISION OF PHYSICAL HEALTH SERVICES AT PROBATION FACILITIES (District: All)

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in a very short period of time. By utilizing CFMG at East Mesa, it is anticipated that the accreditation renewal process will be greatly streamlined because of CFMG's proven systems and current accreditation status. Retaining California Medical Association accreditation is a major risk mitigation strategy because of the thoroughness of the CMA review and validation that community care standards have been met. The CMA accreditation attained by the current program denotes a committed and proactive organization dedicated to the provision of health services within the juvenile facility, leading to more overall operational efficiency and protection for the youth, Probation staff and the community as a whole.

The current contract for physical health services expires on August 31, 2003. Action as recommended will authorize Purchasing and Contracting to negotiate the inclusion of services at East Mesa into the current provider contract. In addition, Board authority is requested to extend the contract to June 30, 2006, plus six additional months. CFMG has proven over time to be an exemplary contractor for the County's juvenile detention program. They have met all contract deliverables and provide high quality services including their quality assurance program, which has been nationally recognized for its effectiveness in maintaining exceptional standards of care. In addition, CFMG has implemented new healthcare delivery systems at many facilities throughout California so their experienced staff is exceptionally qualified to help assure a smooth start-up for the East Mesa site. The recommended action includes the provision of physical health services only, as mental health services will be provided by County staff.

Expected Outcomes

Outcomes of this recommended contract action with CFMG are:

- Maintain current quality of service, serving over 9,000 youths annually;
- Screen high risk youths for sexually transmitted diseases and other infectious diseases;
- Provide on-site sick calls at both Juvenile Halls and at the camps;
- Continue needed dental services; and
- Retain CMA accreditation.

CFMG began services at County Probation facilities on January 21, 1999 as a result of a competitive procurement process. Since then, CFMG has proven to be a quality, cost-efficient healthcare provider. In analyzing the variables associated with the construction, start-up and implementation of the new East Mesa Juvenile Detention Facility, staff is recommending the expansion of existing services with CFMG to implement the new services at East Mesa. Once the new facility is in operation, the juvenile census has stabilized and CFMG has established a known healthcare service level at East Mesa, staff will re-analyze the program for competitive re-procurement of services.

SUBJECT: PROVISION OF PHYSICAL HEALTH SERVICES AT PROBATION FACILITIES (District: All)

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Project Costs

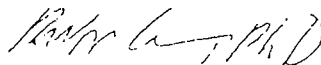
If approved, this request will result in FY 03-04 costs of \$4,017,714 including up to \$910,531 budgeted for the start-up of physical health services at East Mesa for the period January 2004 through June 2004. These operational costs are part of the approved FY 03-04 Operational Plans for the Health and Human Services Agency. On-going costs for the provision of physical health services at all Probation facilities, including East Mesa, could total as much as \$5.2 million annually depending on the juvenile population. The funding sources are Health Realignment and County General Purpose Revenue.

Planning for the East Mesa Juvenile Detention Facility began in 1999. The Probation Department has utilized the County's General Management System for long-range planning of East Mesa's operational costs, and the costs for physical health services are part of the plan. While the State budget crisis will impact some County programs, it is anticipated that the opening of the East Mesa Juvenile Detention Facility will occur as scheduled. Depending on the outcome of the State budget, the opening of the facility may be accomplished with a transfer of some wards and staff from the existing Kearny Mesa facility. The Health and Human Services Agency and the Probation Department will work together to establish services based on available funding. All contracting activity is subject to the availability of funding.

Linkage to the County of San Diego's Strategic Plan

This item supports the Kids Initiative and the Safe and Livable Communities Initiative of the County's Strategic Plan by placing a priority on healthy behaviors, disease prevention and addressing health issues of youths.

Respectfully submitted,



WALTER F. EKARD
Chief Administrative Officer

SUBJECT: PROVISION OF PHYSICAL HEALTH SERVICES AT PROBATION FACILITIES (District: All)

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AGENDA ITEM INFORMATION SHEET

CONCURRENCE(S)

COUNTY COUNSEL REVIEW

Written Disclosure per County Charter
Section 1000.1 Required

[X] Yes *mm*
[] Yes [X] No

GROUP/AGENCY FINANCE DIRECTOR

Hyman [X] Yes [] N/A

CHIEF FINANCIAL OFFICER

Requires Four Votes

Paul Khan [X] Yes [] N/A
[] Yes [X] No

GROUP/AGENCY INFORMATION
TECHNOLOGY DIRECTOR

[] Yes [X] N/A

CHIEF TECHNOLOGY OFFICE

[] Yes [X] N/A

DEPARTMENT OF HUMAN RESOURCES

[] Yes [X] N/A

Other Concurrence(s): *David E. Crawford* Probation Department; Purchasing and Contracting *William J. McCall*

ORIGINATING DEPARTMENT: Health and Human Services Agency

CONTACT PERSON(S):

Carmel Angelo

Name

619-641-5020

Phone

619-285-6521

Fax

P508

Mail Station

Carmel.Angelo@sdcounty.ca.gov

E-mail

Name

Phone

Fax

Mail Station

E-mail

AUTHORIZED REPRESENTATIVE: *Ken Shepard*

SUBJECT: PROVISION OF PHYSICAL HEALTH SERVICES AT PROBATION FACILITIES (District: All)

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AGENDA ITEM INFORMATION SHEET
(continued)

PREVIOUS RELEVANT BOARD ACTIONS:

3/3/98 (16) - Authorized a Request for Proposals for health services at Probation Department correctional facilities.

3/16/99 (33) - Adopted a resolution to submit a grant proposal to the state Board of Corrections for construction of a new Juvenile Detention Facility.

5/21/02 (5) - Approved a grant agreement with the State of California for construction of a new Juvenile Detention Facility at East Mesa.

BOARD POLICIES APPLICABLE:

A-87, Competitive Procurement

BOARD POLICY STATEMENTS:

A number of variables impact the start-up of East Mesa, including construction, inspection, staffing and the timing of juvenile transfers to East Mesa. Because of CFMG's proven record of delivering quality healthcare services and their ability to overcome potential operational challenges, staff is recommending negotiation of an expansion of the current provider contract to include East Mesa start-up. This amendment also supports the need for one medical authority to provide continuity of care to all juveniles in the Probation facilities. Utilizing one provider for all Probation facilities helps to assure that services are provided consistently throughout the system. Consistency and continuity of healthcare are important attributes to assure that appropriate services are provided to youths wherever they are located within the system. One contracted provider allows for the efficient utilization of critical healthcare staff, facilitates the transfer and continuation of individual treatment plans, improves communication and maintenance of medical records and minimizes administrative overhead.

CONTRACT NUMBER(S):

44182 California Forensic Medical Group

SUBJECT: PROVISION OF PHYSICAL HEALTH SERVICES AT PROBATION FACILITIES (District: All)

6

FISCAL IMPACT STATEMENT

DEPARTMENT: Health and Human Services Agency

PROGRAM: Correctional Health

PROPOSAL: Physical Health Services for Probation Facilities

	(a) Budgeted Amount For Proposal	(b) Proposed Change in Budgeted Amount	(c) Proposed Revised Current Year Budget (a+b)	FUTURE YEARS ESTIMATED BUDGET OF PROPOSAL IF ADOPTED	
				(d) 1st Subsequent Year	(e) 2nd Subsequent Year
Direct Cost	0	0	0	\$4,017,714	\$5,203,193
Revenue/Other Offset	0	0	0	\$2,642,703	\$2,642,703
NET GENERAL FUND COST	0	0	0	\$1,375,011	\$2,560,490
Staff Years	0	0	0	0	0

Sources of Revenue/Other Offset for Proposed Change and Subsequent Years: Health Realignment, General Purpose Revenue

Space-Related Impacts: Will this proposal result in any additional space requirements? ☐ Yes ☒ N/A

Support/Other Departmental Impacts: ☒ Yes ☐ N/A

Remarks: ☐ Yes ☐ N/A